

## The Solicitors' Journal.

LONDON, OCTOBER 3, 1863.

MR. GILLETT PIGOTT, Serjeant-at-Law, and M.P. for Reading, has been appointed to the seat in the Court of Exchequer, which was rendered vacant by the transfer of Baron Wilde to the Court of Divorce and Probate. Serjeant Pigott was called to the Bar by the Middle Temple, in Michaelmas Term, 1839, and in 1856 attained the dignity of the coif, with a patent of precedence. For many years past he has been one of the leaders of the Oxford Circuit, and in 1860, upon the resignation of his brother, Mr. Francis Pigott, he was elected M.P. for Reading, after having previously tried several times without success to obtain a seat in the House of Commons. In politics he was an advanced liberal, and a zealous and useful member of his party. His professional position, no less than his political claims, pointed him out for early promotion, and his appointment, no doubt, will be considered a good one. We believe, however, that a great number of members of both branches of the profession, would have been glad if Serjeant Shee had been appointed to the recent vacancy, as there is a very general feeling that his professional position and character fairly entitled him to that distinction many years ago, and still entitle him to it.

SIR WILLIAM ATHERTON has retired from office, being compelled by long-continued ill-health to relinquish the high position and splendid emoluments of the Attorney-Generalship. For some time past it has been known that such a step was not improbable, but it was hoped that he might have had sufficient strength to discharge the ordinary duties of a puisne judge, and the delay in the recent appointment was probably owing to a desire on the part of the Government to give him time to decide the question after he had experienced the effect of the rest of the long vacation. It appears, however, that the worst anticipations of his friends are realised, and that he is now compelled to relinquish the judicial honours to which his eminently successful career entitled him. During the last session of Parliament he was prevented, by the state of his health, from giving that assistance to Government which it usually expects from the Attorney-General; and much of his proper work, therefore, devolved upon his then colleague Sir Roundell Palmer, who now becomes Attorney-General. Such a state of things naturally gave rise to many misconceptions unfavourable to the reputation of Sir William Atherton, and the common notion was, that the Government preferred Sir Roundell Palmer as its mouthpiece on all occasions where any questions of importance fell within the province of the law officers of the Crown. The transcendent ability of Sir R. Palmer, both as a lawyer and an advocate, made such a supposition very natural under the circumstances, and it can hardly be otherwise whenever an official subordinate so completely eclipses his superior in public repute. But it was the additional misfortune of Sir W. Atherton to be obliged to maintain this difficult position while he was in a state of health which made it impossible for him to do justice to himself. The ordinary work of the law officers of the Crown is excessively heavy, and very few constitutions that have not been tried for years with the heavy business of a decided leader in London practice are able to stand it long. It is only six or eight years since that Mr. Stuart Wortley was obliged to take the same step as Sir W. Atherton has now taken; and as the amount of business goes on increasing it is likely to become a comparatively frequent occurrence. The truth is that both the work and the emoluments of the law officers of the Crown have become unreasonably great, and the time has come when there ought to be a

division of both. Rumour has it, that for some years back the official income of the Attorney-General (including what comes from indirect sources) has not been much less than £20,000 a-year. Unless this be a great exaggeration (and we do not believe that it is), it is obviously impossible for any ordinary man to earn the money by doing the work satisfactorily. The amount of intellectual labour which so large a sum represents is all but impossible to any human being, especially if it be in addition to a considerable private practice, as not unfrequently happens. It is no wonder then that men are found to break down under the task, notwithstanding the splendid temptation to struggle on to the end; and it is highly creditable to the bar that within the space of a few years two men should have been found to relinquish so grand a prize because they had not health sufficient for the discharge of the duties required of them. But there is, in truth, no necessity whatever for retaining this accumulated load of work upon the shoulders of the law officers of the Crown, and no good reason why they should receive such enormous official incomes for undertaking duties, the entire of which it is impossible they can discharge efficiently. Nothing would be easier than to divide them with other legal functionaries who could bestow the entire of their time on certain departments of official work which are now all lumped together under the Attorney-General, who is compelled, by the necessity of his position, to entrust a considerable proportion of the work thus theoretically imposed upon him to other hands that are not likely to be the best, because they are unrecognised and badly remunerated. Mr. Collier, Q.C., M.P., who has been for some years back one of the leaders of the Western Circuit, and has also been Counsel to the Admiralty and Judge-Advocate of the Fleet, is the new Solicitor-General. The *Morning Post* gives the following particulars of the new law officers of the Crown:—

Sir Roundell Palmer, Q.C., M.P. for Richmond, Yorkshire, who has been appointed Attorney-General in the room of Sir William Atherton, is the second son of the late Rev. William Jocelyn Palmer, B.D., of Mixbury, Oxfordshire, by the youngest daughter of the Rev. William Roundell, of Gledstanes, York. He was born in 1812, and was educated at Winchester, where he gave high promise of his future honours in scholarship. He obtained a scholarship at Trinity College, Oxford, and in 1831 obtained the Latin verse prize for the poem, "Numantia"; in 1832, the Ireland University scholarship, and the Newdigate English poem "Staffa"; in 1834, a first-class in "Literis humanioribus"; in 1835, a fellowship at Magdalen, and the Latin essay "De jure clientela apud Romos"; and in 1836, the Eldon law scholarship. Such a brilliant university career has rarely been known. Mr. Palmer was called to the Bar by the Society of Lincoln's-inn, June 9, 1837, and speedily obtained a very large Chancery practice. In 1848 he was appointed Queen's Counsel, and is now one of the leaders of the Chancery Bar. In 1852 he was appointed deputy high steward of the University of Oxford, of which he is one of the greatest living ornaments. In 1847 Mr. Palmer obtained a seat in the House of Commons for Plymouth, in the Liberal-Conservative interest, and retained it till 1852, when his vote against the Papal Aggression Bill, which he joined with Mr. Gladstone, Sir J. Graham, &c., in opposing, caused him to be displaced by a severer Protestant, Mr. R. P. Collier, the new Solicitor-General. He regained his seat in 1853, and held it till 1857. In Parliament he took a high position at once by his ability, his unrefined style of speaking, his earnestness, and his evident religious principles of action. Latterly Mr. Palmer seemed to approximate more nearly to the Conservative side of the House than Mr. Gladstone and the Peelites generally. But in 1862, on the appointment of Sir R. Bethell to the Chancellery, and the promotion of Sir W. Atherton to the Attorney-Generalship, Lord Palmerston secured the services of Mr. Palmer, who was then out of Parliament, as Solicitor-General. He obtained a seat for Richmond by the friendly resignation of Mr. Henry Rich. Last session he conducted the chief legal business of the Government in the house, and this year he took the leading part as counsel for the Crown in the Alexandra case.

Sir Roundell married, in 1848, Lady Laura Waldegrave, second daughter of the late Earl Waldegrave, and sister of the

Lord Bishop of Carlisle. He is a High Churchman, in favour of church rates, against the ballot, and earned a high reputation by his energetic and eloquent speeches in opposition to marriage with a sister-in-law. His "Book of Praise" is a unique and most valuable repertory of devotional poetry.

Mr. Robert Porrett Collier, Q.C., M.P. for Plymouth, who has been appointed Solicitor-General in the room of Sir Roundell Palmer, is the son of Mr. John Collier, who was M.P. for Plymouth from 1832 to 1841, by Emma, daughter of Mr. R. Porrett, of North Hill, Devon. He was born in 1817, and graduated at Trinity College, Cambridge, in 1841, without taking honours. He was called to the Bar by the Inner Temple, January 27, 1843, and soon obtained a large practice on the Western Circuit. He was for a time recorder of Penzance. In 1854 he was appointed a Q.C., with a patent of precedence; in 1859, Judge-Advocate of the Fleet and Counsel to the Admiralty, in the room of Sir William Atherton.

In 1852 he was returned for Plymouth to the House of Commons, in opposition to his present chief, Sir R. Palmer. He has taken an active part in advocating the abolition of church-rates and supporting marriage with a sister-in-law; he earned the favour of the Whig Ministry by supporting the Conspiracy to Murder Bill (1858) against his Radical friends, and generally has rendered himself eligible for high legal preferment. He, of course, supports the ballot. In 1844 he married Isabella, daughter of Mr. W. R. Rose, of Woolwich.

MR. GEORGE SHAW LEFÈVRE, of the common law bar, son of Sir John Shaw Lefèvre, and a member of the Home Circuit, is a candidate for the representation of the borough of Reading, vacant by the elevation of Mr. Serjeant Pigott to the Bench. Mr. Lefèvre has been known as an active member, and one of the secretaries, of the Social Science Association, and also as a contributor to the Transactions of the Law Amendment Society. One of his contributions on the subject of Discipline of the Bar attracted considerable attention when it was published in a separate form early in the present year, and was noticed favourably at the time in these columns. He is a gentleman of considerable ability, and if returned to Parliament is not unlikely to make a creditable figure in the House of Commons. He appears to have the united support of the liberal party in Reading, a town which has of late years shown a strong partiality for rising barristers; Mr. Serjeant Talfourd, upon his elevation to the Bench, having been succeeded by Sir Henry Keating, who in his turn obtained judicial promotion, and thus made way for Sir Francis Goldsmid, Q.C., and now his colleague, Mr. Serjeant Pigott, has arrived at judicial honours.

IN RE — M.P.—the case of the judgment-debtor summons against a member of the House of Commons, a report of which appeared in the *Solicitors' Journal* of last week, has furnished a text for one of those witty and highly spiced articles for which the *Daily Telegraph* has become celebrated. The writer appears to be under the impression that the allowance of anonymity in any case is a decided wrong, and a public grievance, and he advocates entire publicity in such cases. It is evident enough, however, that the objection to the non-publication of the name of the debtor in such a proceeding arises from an entire misconception of its real nature. The Bankruptcy Act, 1861, has a set of clauses relating to the effect of non-payment after a judgment-debtor summons. It enacts that every judgment-creditor of £50 exclusive of costs, shall be entitled to sue out against a debtor a summons of this kind, requiring him to appear and be examined respecting his ability to satisfy the debt, and there is a like provision in cases of disobedience to decrees in courts of equity, or orders of courts of bankruptcy. Upon the appearance of the debtor he is liable to be examined upon oath respecting his ability to satisfy the debt, and for the discovery of his property, and is bound to produce books and papers in his possession or power as the Court shall direct; and if after service of the summons the debt is not paid, the Court has power, without the presentation of any petition, to adjudicate him a bankrupt. Until adjudication it is quite possible that the

process of the Court may have been unfairly and unjustly invoked, and in the event of adjudication being refused, it is evident that the publicity of the proceeding might be made to operate to the injury of the alleged debtor, and be used for the purposes of extortion. It would certainly be a great hardship if persons were liable to be brought before the commissioners in bankruptcy, and to have their names published in connection with the proceedings of that court upon a mere allegation, or even an affidavit, as now required by the General Orders, that the debtor, if a trader, had not satisfied a judgment signed against him a week previously, or not being a trader, one calendar month previously. The main question raised in the case of

— M.P. was one of pure law, namely, whether a debt contracted before the Act, was a sufficient ground for the issuing of a summons, although the judgment was obtained after the Act (section 90); and this question was rendered one of considerable difficulty by the inapt language of the section, which was the subject of criticism by text-writers long before the point was raised in the recent case. Mr. W. D. Griffiths, in his very useful edition of the *Bankruptcy Act*, 1861, observes upon this section:—

Summons can only be had on a judgment debt, so that in this view it would seem that if judgment were recovered after the Act, that would be sufficient, as that is the only debt or liability, in respect of which a summons can issue; but then, what is the use of the words debt and liability, unless they point to the cause of action and make it necessary that it should also have occurred after the passing of the Act? Then what is the cause of action in the case of a judgment revived by *sci. fa.*? Is the original judgment the cause of action? Or put the case of an action on a judgment. Is the original judgment the cause of action, or is the cause of action on which it was obtained such?

Many questions of this kind, and also affecting the merits of the creditor's claim, are likely to arise under the provisions of the Act relating to judgment-debtor summonses, and it is hardly necessary to insist upon the injustice that might arise in such cases from the publication of the names of persons against whom such abortive summonses were taken out. It may be said, no doubt, that even criminal charges are made public before their adjudication by the magistrate, regardless of the injury to the individual charged, in the event of his being shown to be innocent. This is true, no doubt, as a matter of fact, but it is at best a necessary evil, justifiable only, if at all (which we very much doubt), by the exigencies of public justice; and it certainly supplies no valid reason why the process of the Court of Bankruptcy should be made available for the purposes of terrorism and extortion. If the judgment debtor is shown to come within the provisions of the Act, he may be adjudicated bankrupt, and then his case will acquire abundant publicity. If he does not, or if the Court sees reason to dismiss the summons, neither justice nor expediency requires or allows that he should be paraded before the world as an inchoate bankrupt.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION held its annual meeting at Leicester during the early part of the present week. We have already given its programme of proceedings, and shall hereafter give an account of the papers read, and addresses delivered on the occasion. Mr. Shaeen in his inaugural address as president for the year, insisted upon the necessity of organising a movement for the abolition of the annual certificate duty, and we hope that his appeal may have the desired effect. The programme ought to be—a very great increase on the stamp duty on admission into the profession and a total repeal of the certificate duty. The gain from the former source ought to go some considerable way towards compensating the Exchequer for the loss on the latter. The stamp on articles of clerkship might be allowed to remain as at present, or it might be increased, with a provision for returning the increase in case the candidate failed to obtain admission into the profession. The deficiency caused by the abolition

tion of the annual duty could easily be made good by an increase in the stamp payable upon admission to the Bar. A scheme of this kind would be as beneficial as it is feasible. Twelve years ago the Incorporated Law Society organised the movement which achieved the reduction of the annual tax, and without its assistance now the struggle will be much more arduous and protracted than it need be. The machinery then put in motion will serve as a model for the new agitation. We believe that copies of all the circulars and statements then issued from the Law Institution are still to be had. They will, at all events, show how much earnest and assiduous labour is required for the work. On the other hand, the Incorporated Law Society had then to take all upon its own shoulders. It was wholly, or almost wholly, unaided by even a semblance of any external help, except such as Mr. Maughan, its own secretary, rendered in the columns of the *Legal Observer*, which did little more than chronicle the steps taken by the Society. The attorneys and solicitors were then without any organ of their own; and except what we have mentioned, the movement of twelve years ago was begun, continued, and successfully carried out by the Incorporated Law Society, without any extraneous aid, and without any support or notice from the press, except an occasional paragraph announcing (sometimes inaccurately) as a piece of news what the Society by its endeavours had accomplished in Parliament or elsewhere. There is, therefore, every hope of entire and speedy success, if the general body of attorneys and solicitors now acting through the Society and the Metropolitan and Provincial Association, and having a representative of their own in the press, only use the same endeavours as were put forth some years ago by the Incorporated Law Society in the same cause. We have already secured for them the hearty co-operation of their Scottish and Irish brethren.

**THE STATE OF THE BANKRUPTCY COURTS** in Basinghall-street is still the subject of general complaint amongst those whose business obliges them to resort there. Two or three months ago, alterations were commenced in three of the courts, and the public were encouraged to hope that a great improvement was about to be introduced. Suddenly, however, about six weeks since, the works were entirely stopped, and now, when the period has arrived for resuming the full business of the courts, and all the commissioners will shortly be sitting, they find that there are only two courts available for the whole of the commissioners and registrars. All that has been done is to convert the court formerly occupied by Mr. Commissioner Holroyd into an office for the messengers; in two other courts, those of Mr. Commissioner Goulburn and Mr. Commissioner Evans, the whole of the fittings have been torn down, and strewn about the floors or piled on end in the corridors. When the workmen were introduced in July, everyone supposed that the intention was to complete the alterations during the period when the business of the court is comparatively light; but, with that adverse management which appears to prevail in everything connected with bankruptcy, the workmen have been allowed their holiday at the same time as the court, and now that the business is again becoming heavy, we are informed that the carpenters are re-introduced, and the proceedings are carried on to a lively accompaniment of axes and hammers.

**THE UNITED STATES DISTRICT COURT** has recently been called upon to consider an important application involving the question, whether the President had power to suspend the writ of *habeas corpus*. The decision was virtually in the affirmative. The judgment of Judge Betts, who heard the case, proceeded upon the ground that the proclamation merely substituted another tribunal—namely, a court-martial—for the ordinary tribunals of the country in military cases, and that, therefore, it was out of the power of the District Court to enforce the writ of *habeas corpus* against a person who was compulsorily in the service of the United States.

**THE ACCOUNTANT-GENERAL'S-OFFICE** will be opened on Thursday, the 15th; Friday, the 16th; and Saturday, the 17th of October, for the delivery out of any regular interest draughts which have become payable in respect of the October dividends, and of any other regular interest draughts which shall have become payable during the closing of the office.

**THE LOANS OR SESSION** of the Court of Scotland, and the members of the Scottish Bar, have given a commission to Mr. Macnee, an eminent painter, for a full-length portrait of Lord Brougham, which is to be placed on the walls of the old Parliament House of Edinburgh, and we understand will be exhibited to the members at the approaching Social Science Congress.

#### EQUITABLE DEFENCES.

Of all the recent reforms in our common law procedure none has been more beneficial in its operation than that of allowing equitable defences; yet it may be doubted whether the fusion of law and equity is desirable. The present constitution of our courts assigns to courts of equity business which does not admit of being reduced to a single issue, and which, therefore, cannot properly be dealt with by the common law tribunals. If law and equity were fused to-morrow, it is difficult to see how it would operate to the perceptible relief of suitors. The class of work now done in the chancery would still have to be done; the practical manipulation of it would, of course, as now, be confined to individuals who would devote their whole training, time, and skill to it; and the only difference would seem to be that the name of one or both of the present classes of judges would have to be destroyed, and a new bench of judges would have to be constituted of the same strength as the present aggregate of law and equity judges, and each of the new judges would labour under the necessity of having to master the minute bearings of the entire domain of English jurisprudence. It may well be questioned whether such an amalgamation would work better than the present division of labour, albeit we now live under a judiciary that has simply grown upon us, and in that growth has developed a few eccentricities. The courts of law and equity ought to be brought in harmony one with another. Equity should supplement the law, and not contradict it. Either system should, as far as practicable, be able to do full and entire justice in all matters that come within its cognizance, and to this end the modern equitable defences in an action at law have certainly contributed.

But there are still many equitable defences which can be but very imperfectly accomplished under equity pleading, and we now proceed to notice two important classes of legal issues in which equitable defences are excluded by the manner in which those issues are made up. We refer to

1. Actions in ejectment; and
2. Feigned issues.

1. Our readers will of course remember that the section authorising equitable pleas (section 83 Common Law Procedure Act, 1854) provides, "that such plea shall begin with the words 'for defence on equitable grounds,' or words to the like effect." But inasmuch as the issue in ejectment is made up "without any pleadings" (section 178, Common Law Procedure Act, 1852), it is plain that in this action there can be no equitable plea, nor is there any form of statement of the ground of defence which can be commenced in the manner in which equitable pleas must commence. Recently, indeed, the common law courts have been empowered to give relief where ejectment is brought by a lessor against a lessee for a forfeiture on account of non-payment of rent (Com. L. Pro. Act, 1860, s. 1), or for not insuring (*Ibid.* s. 2); and as regards these kinds of ejectment, the common law courts have, on rule or summons, power to give relief in the same manner as the Court of Chancery. But there are many other equitable defences to eject-

ment besides those just mentioned. We will mention one or two. Suppose A. agrees in writing to give B. a lease for more than three years, the agreement being under hand only; B. takes possession; afterwards A. brings ejectment against B.; B. has no legal defence, because a lease for more than three years is void "at law" unless made by deed (8 & 9 Vict. c. 106, s. 3); and yet equity would enforce the agreement (*Parker v. Taswell*, 2 De G. & J. 539, 27 L. J. Ch. 812; see also judgment in *Cowen v. Phillips*, 11 W. R. 707), and, no doubt, equity would restrain an ejectment under the circumstances stated. But an injunction in so simple a matter is merely a cumbrous proceeding; and if the lessor submitted at once to a perpetual injunction he might, perhaps, deprive the lessee of the costs of his chancery proceedings (see *Nichols v. Elson*, 5 Jur. N. S. 264). The practical point of the foregoing facts often arises in practice. People frequently prepare for themselves agreements for leases in the manner described; and then they go to their lawyer to know if the document is sufficiently binding to warrant them in taking no further step. Of course if a regular lease by deed can be obtained without a suit the lawyer advises that it ought to be done; but very often it is a wrangle between the parties that has been the occasion of the lawyer having to advise his client. Then it becomes a difficult matter to get a regular lease; perhaps the agreement contains ambiguous clauses, irrelevant to the substance of the client's wants, yet sufficient to enable the other side to give much trouble, and perhaps the property is small. In the result, as we can vouch from recent experience, it is very often a task of much difficulty to advise clients under the circumstances we have supposed.

Again, suppose there has been a verbal agreement to sell land, that the possession has been given to the vendee, and that the circumstances entitle him, in equity, to a completion of the contract, on the ground that there has been a part performance, and yet the vendor brings ejectment. Obviously the vendee has no defence to the action, and is driven to file a bill for specific performance. This, perhaps, he might have to do under any circumstances, yet the legal mind will soon appreciate how, in both the cases we have put, the action of ejectment might be made use of as an instrument of oppression, and one sufficient in many cases to deprive weak or poor persons of their just rights.

Is not the remedy very simple? Enact that upon rule or summons it shall be lawful for a judge in all actions of ejectment to give defendant leave to plead the facts which entitle him to relief by way of equitable defence.

2. If an addition to the powers of the common law courts be desired, in the manner just suggested, still more is such an addition desirable in the case of feigned issues. We will illustrate this branch of our present suggestions by reference to the common case of a conflict between an execution creditor and the holder of a bill of sale, as regards goods acquired since the date of the bill of sale. We do not say that future-acquired chattels would not pass at law under a bill of sale framed in accordance with the suggestions given in this journal, p. 182-184, *ante*; but as generally drawn, it is quite clear that bills of sale, though they express to do so, in reality, do not, at law, pass the property in future-acquired goods. Yet, in equity, after a conflict of high judicial opinion it is now settled by a decision of the House of Lords that a grant of future-acquired goods will pass the property in the goods as soon as they are acquired, *Holroyd v. Marshall*, 11 W. R. 171. What is the practical result? A. is the holder of a bill of sale which contains a grant of present and future-acquired goods; B. is the donor of that bill of sale; C. is an execution-creditor against B. Under C.'s *act. fa.*, B.'s goods are seized, some of them being those specifically mentioned in A.'s bill of sale, and others being verbally comprised in

the grant of the future-acquired goods. We venture to think that many of our readers would find some difficulty in advising A. under such circumstances. One thing is quite certain, that in a legal interpleader issue, A. would fail as regards the future-acquired goods; and these could be saved only by filing a bill to restrain the sheriff from selling them, and to ascertain the equitable rights of the parties. But very many would pause before advising these latter proceedings. In a great number of the class of cases we are now considering, the property is small, and a chancery suit, though a remedy, would often be worse than the disease. Thus, as regards future-acquired property, the holders of bills of sale are in many instances practically deprived of some of their rights; a prudent counsel, therefore, would often advise the abandonment of these rights rather than enforce them in the only available manner.

We put forward the foregoing case as familiarly instancing the hardship and wrong of not allowing equitable defences in feigned issues. In this class of cases the evil is more frequently occurring, and is, perhaps, more practically important than it is in actions of ejectment; and the remedy for it is as simple. What can be a simpler issue, and one more fitted for a common law jury, than whether certain goods have or have not been brought within a grant of future-acquired goods? If the result is an affirmative answer there is a clear case in equity in favour of the holder of the bill of sale. Why should not this rule be available in a court of law? We suggest, then, that it should be enacted that, by leave of the judge who directs the issue, the claimant or defendant should be at liberty to avail himself of and prove at the trial any facts which, in equity, would entitle him to the goods in dispute.

#### LEGAL COLLEGES IN ENGLAND.\* LEGAL INSTRUCTION IN THE INNS OF COURT.

(Continued from p. 858.)

A system of Juridical instruction in the Inns of Court, in some degree organised and comprehensive, is of entirely new origin. For a long time past, indeed, the four institutions have possessed lectures upon individual branches of legal science; practical exercises, and a kind of examination, moreover, preceded the call to the profession. But, in truth, all this did not deserve the name of a system of instruction. Each community acted for itself, without there being any question of order and rule, even inside its circle. The matter was by no means taken up seriously, and with a view to a thorough theoretical preparation.

If authors still maintained the old pretensions of these arrangements, and represented the Inns of Court as the most famous of all legal faculties in the civilised world, this would have become a ridiculous joke. The progress of legal science and of education in general called long and earnestly for the introduction of reforms and a better provision for instruction. For this, as the State and Universities would have nothing to do with it, fell altogether on the Inns. If, however, anything was to result from it, it appeared necessary that each institution should not again, as had always been the case before, proceed on its own responsibility, and out of its own head. To make success possible they must unite their strength, agree upon a common course of action, and enter into mutual obligations. Therefore, in the year 1852, a committee was appointed for the purpose of bringing forward proposals for the arrangement of a system of instruction upon a common plan. This scheme was laid before the benchers of the different societies for approval, and became, on receiving this, the basis of the new arrangements. It contains decisions upon the reception of new members and the calls to the bar, so that in these matters also uniformity reigns; these points were touched upon in the account above. For instruction, the regulation of which was the principal object, two great principles have been won by this union—a common system of lectures, and of examination. For the superintendence of this branch, a Council of Instruction has been appointed, which devotes its exclusive attention to it, and is, 'not indeed the supreme, but the acting and guiding authority. It consists of eight members, for the benchers of each

\* Translated from Die Genossenschaften der Anwälte in England. Von Herrn Dr. Julius Hopf, zu Gotha.

Inn appoint two of their number every two years to this office. To defray the necessary expenses—namely, the salaries of the professors, and scholarships of students—a sum is reserved for it, which the four institutions contribute, according to annual agreement.

There are five professorial chairs, founded for the several departments. Four of these belong to one of the four communities: that is, one professor, or so-called lecturer, is named by the benchers of each Inn. The fifth appointment is common, and is filled by the united Council of Instruction. The nomination of the lecturers takes place every three years. Their fixed salary amounts to 300 guineas, besides which the college money of the audience is divided amongst them without deduction. The professor is bound, on his part, to hold a certain number of lectures. Not more than one hour per week is indeed allotted to each subject, which is altogether, for the three divisions of the professional year, six, nine, and twelve—making twenty-seven lectures during the year. Besides these, the professor has to form private classes for his subject of tuition, which are held three times a week, if an audience can be found. In these classes the matter previously treated of in the *Cathedra* in rigid form is treated in a more familiar manner. For attendance on all the lectures taking place during his studentship the student pays a round sum of five guineas. The private classes are specially covered and endowed in proportion; but the honorarium for this purpose must not exceed three guineas per annum.

The five professorial chairs, with the subjects which belong to them, are as follows:—

The lecturer of the Middle Temple has on his programme the science of law in general and civil law. The whole bears an encyclopedic character. Under the first denomination fall the highest conceptions of philosophy, and much which is contained in the general portion of our school-books on the pandects. Civil law is, in England, the technical expression for Roman and canonical law. Not much more, indeed, than an external history of both is usually given: the institutes and doctrines are seldom entered into singly. Besides these departments, popular law is also sometimes taken into consideration; and occasionally some doctrine or other of general State law is handled. In this way, amongst other subjects, the great German Confederation has been considered worthy of mention as a single and precious example of a union of sovereignties.

Gray's-inn appoints the lecturer on Common Law.\* This department is by far the most important for a practising English jurist. The expression "common law" is used by the English in very different senses. It frequently denotes that portion of the native law of the land which exists only in custom and in the practice of the tribunals, without being demonstrably traceable to a written law still at hand. Then it is opposed to the statute law, or that which is based upon Acts of Parliament. Often the formal constitutional dogmas are called common law in opposition to mere equity, which, as will immediately be shown, is of peculiar importance in England, and has even grown into a system. In the sense of this lecture, however, the expression is more comprehensive and synonymous with the denomination sometimes used of municipal law. Common law is therefore the system of national English law in opposition to foreign codes of law. This taken strictly embraces the whole domain of jurisprudence—private law procedure, penal, and constitutional law. Yet some portions are separated, and, on account of their superior importance made the special subjects of the other lectures.

To these belongs first the law relating to real property. The English law is rich in singular institutes relating to these points, and contains in considerable admixture numerous remains of the ancient feudal constitution. In consequence of its special nature it is generally treated of in science as a separate section, and therefore a special lecture is devoted to it, the chair of which belongs to the Inner Temple.\*

Lincoln's-inn appoints the lecturer on Equity. I will say two words on the meaning of this peculiar institution:—In a certain sense it may be compared to the *ius praetorium* of the Roman edict. It is, indeed, no complete system, but is limited to the relations of property in the origin of both, however, striking resemblances appear. The old English law of property had already, in earlier times, been found defective in many places, and in others bad and unjust. Nevertheless, the Legislature did nothing for its completion and alteration. Instead of this, an attempt was made rather to obtain help from

a bye-way. Certain courts of law set themselves above the formal law in disputes concerning property. They moderated its harshness by founding their judgment on the universal principles of a reasonable view of law, and filled up the gaps in a like spirit. In this way was framed by usurpation, beside the letter of the existing statutes, a formal system of rules and tenets, which came into actual use. They were called equity, and they remain in force to the present day. The peculiar seat of disputes which belong to this province is the court of the Lord Chancellor, and of his deputies. Even the mode of procedure before this tribunal is peculiar. Thence the severance of equity in the science of English law as a special province, whereas equitable justice in Roman law is an element interwoven with the whole.

The fifth professorial chair, in conclusion, which is possessed in common by the four societies, is that for constitutional law and legal history. Here, above all things, the "glorious constitution" is elucidated, by historical treatment, in its gradual development, and in its present firmly-grounded maxims.

At the first glance this plan of teaching seems tolerably complete. We miss none of the essential departments, and find apparently equal care taken for a purely theoretical, and for more practical instruction of the students. But one glance at the time allowed must teach us that fundamental instruction can scarcely be conscientiously thought of. Seven-and-twenty hours of the year for a wide domain like that of Roman law and others, is indeed somewhat close measurement. It is not, however, the plan of the professors to give their audience a thorough insight into the whole field of their department. They prefer to pick out for each of the divisions of the year a select bit, so that during a whole course but a small part of the subject comes under discussion; and even these fragments are very scantily treated, as an example will best show.

(To be continued.)

## REAL PROPERTY LAW.

### CONTRACTS RESPECTING NON-EXISTING PROPERTY.

*Holroyd v. Marshall*, H. of L., 11 W. R. 171.

The case was this—Taylor, lessee of machinery on a mill, bought it of the lessors; but, being unable to pay the purchase money, he assigned, by indenture, the machinery (described in an annexed schedule) to a trustee upon trust for Taylor, until the vendors demanded the money; then, if Taylor paid it, to assign to him; but, if he made default, to sell and to pay the money, and to pay any surplus to Taylor. A covenant, by Taylor, was contained in the deed, that all machinery which during the service should be placed in the mill, in addition to or substitution for the scheduled machinery, should be subject to the trusts thereinbefore declared, and be assured by him accordingly. The mortgage, as the deed may be conveniently, if not correctly, called, was registered. Machinery was added and substituted by the mortgagor, and a list of it delivered to the mortgagees. The mortgagees afterwards demanded the money secured. Subsequently the machinery on the mill was seized by the sheriff under writs of execution issued on judgments recovered against the mortgagor. The question was whether the mortgagees or the judgment creditors had the better title to the added and substituted machinery. It is remarkable that a question whose circumstances are so simple, and, it may be supposed, of frequent occurrence, should have found its way to the House of Lords; and more remarkable, that there was sufficient doubt on the point to cause one of the law peers, on the first hearing, in Lord Campbell's lifetime, to concur with him in an opinion favourable to the judgment creditors; but on the second hearing, directed by reason of his death, to take the opposite view, in accordance with the opinions of the present Lord Chancellor and Lord Chelmsford. Lord Campbell had in fact (9 W. R. 303) reversed the order of Vice-Chancellor Stuart.

Attempts had been made in various ways to make securities binding at law on future property, and the Lords consequently had numerous cases to "digest." There were also, in connection with them, old principles and maxims. "If," says Perkins, Grant, 90, "a man grant to me all the wool of his sheep for seven years, the

\* This is not correct. The Inner Temple appoints the lecturer on common law, and Gray's-inn the lecturer on real property law and conveyancing.—Transl.

grant is good." But a man cannot grant the wool which shall grow on the sheep he shall have: Hob. 179. The thing granted must be potentially in the grantor (see *Shep. Touch.* 241.) *Reg.* 14, in Bacon's *Maxims*, is *Licet dispositio de interesse futuro sit inutilis, tamen potest fieri declaratio precedens qua sortiatur effectum intervenientis novo actu.* The cases at law have turned principally on the difference between the *dispositio* and the *declaratio*, and what, upon a declaration, has constituted a *novus actus*.

In *Lunn v. Thornton*, 1 C. B. 379, the plaintiff, baker, by a deed poll, in consideration of a loan from the defendant, "bargained, sold, and delivered" to him "all and singular the plaintiff's goods then remaining and being, or which should at any time thereafter remain and be" in his dwelling-house. The defendant, under the assignment, seized goods that were not in the house when the deed was executed. The question was, whether the property in these goods passed by the bill of sale. There was no evidence upon the circumstances which accompanied the bringing the goods upon the premises. The Court held that the case was not brought within the exception to Bacon's rule; there being no new act done by the grantor, indicating his intention that these goods should pass under the former bill of sale. But where, by way of security, an assignment was made of consumable stores in certain trade premises upon trust to take possession "including all substituted consumable stores," pursuant to the declaration thereafter contained, and to sell, and it was declared that when any of the effects assigned should be consumed, and others in the ordinary course of trade be substituted, the effects so substituted should belong to the assignee upon the trusts thereinbefore declared, the Court held that, while the intention of the contracting parties that the future property should pass by the deed could not be carried into effect by a mere transfer, the deed contained a licence to the grantee to enter upon the property; and that the licence, when acted upon, took effect independently of the transfer. Crompton, J. went further, and held that the substituted goods were made subject to the trusts; *Hope v. Hayley*, 5 *Ell. & B.* 830. The fact that the goods are not substituted goods make no difference; *Chidell v. Galsworthy*, 6 C. B. N. S. 471; in which case an authority was given for securing the payment of a debt to enter and seize goods which should at any time be upon the premises of the debtor. It was held that the creditor was justified in seizing after-acquired property of the debtor upon premises built subsequently to the date of the instrument.

The cases above referred to illustrate the doctrine at law. But in the Exchequer an opinion had been thrown out by Parke, B., that if an authority to seize substituted effects had not been acted on, it did not even give an equitable title to any specific goods; *Congreve v. Eöttes*, 10 Ex. 298. The same judge, in deciding *Mogg v. Baker*, 3 M. & W. 198, stated that he had derived from a very high authority (a Chancery judge with whom he had communicated) the rule, that an agreement to mortgage furniture to be subsequently acquired would "cover no specific furniture, and would confer no right in equity." It was of more importance that Vice-Chancellor Wigram, in *Langton v. Horton*, 1 Hare, 549, held that, though as against the assignor there was in equity a valid assignment, by way of mortgage of future cargo, yet as against a judgment-creditor who had sued out a writ of *fi. fa.*, the equitable title could not be made available, because the mortgagees had not done enough to perfect their title by acts to obtain possession. Upon these foundations the principal case was argued. The extension in favour of the judgment-creditors was in truth an attempt to supersede by the principle of the *novus actus*, the effect of consideration in raising an interest in all property brought with sufficient clearness within its scope. For it was admitted in the principal case that if the mortgagees had an equitable estate in the added machinery their title must prevail.

To deal with the case of *Langton v. Horton* would

carry us too far. We may refer to Lord Chelmsford's lengthened comment upon it. It will be more advantageous to put clearly the principles laid down, or, rather, confirmed by the Lord Chancellor in upholding the equitable doctrine of consideration; merely premising that, without attributing authority to the opinion above quoted from *Mogg v. Baker*, but, on the contrary, with a remark on the danger of making such communications with another judge the ground of judicial decision, the Lord Chancellor allowed that the agreement in that case would "cover no specific furniture," because, as presently mentioned, an agreement that could not be specifically performed would not avail to transfer any interest.

The following are the broad principles, now settled, upon which the Lord Chancellor advised the lords to reverse Lord Campbell's order. "In equity it is not necessary for the alienation of property that there should be any formal deed of conveyance. A contract for valuable consideration, by which it is agreed to make a present transfer of property, passes at once the beneficial interest, provided the contract be such as a Court of Equity will decree a specific performance of." For example a contract to sell 500 chests of tea will not be specifically performed; otherwise, if the contract be to sell the 500 chests now in my warehouse. At law a conveyance of property not in existence at the time is void, because there is nothing to convey. So in equity a contract to transfer property not in existence cannot operate as an immediate alienation. "But if a vendor or mortgagor agree to sell or mortgage property, real or personal, of which he is not possessed at the time, and he receives the consideration for the contract, and afterwards becomes possessed of property answering the description in the contract, there is no doubt that a court of equity would compel him to perform the contract, and that the contract would in equity transfer the beneficial interest to the mortgagee or purchaser immediately on the property being acquired," assuming the contract to be of the class which would be specifically performed. Incapacity to perform a contract at the time of its execution will be no answer where the means of doing so are afterwards obtained. In the present case, the new machinery, immediately on being placed in the mill, became subject to the operation of the contract, and passed in equity to the mortgagees, to whom Taylor was bound to make a legal conveyance, and for whom, in the meantime, he was a trustee. We may add that, as in a contract relating to existing property, the form of a contract for a security in future property is immaterial. Where there is a consideration, no more is requisite than that the intention of the parties be sufficiently manifested and evidenced.

#### Correspondence.

##### CONDITIONS OF SALE.

In reply to W of W, in your number of the 12th ult., I may observe that every condition of sale, if it be not illegal, or impossible, or contrary to public policy, is valid. The condition to which he refers is, therefore, binding upon a purchaser at the auction.

September 29.

#### COMMON LAW.

##### DEMAND—DEFAULT.

*Toms v. Wilson*, Ex. C., 11 W. R. 952.

This case decided two questions, one of which was, What constitutes a demand? the other, What constitutes a default? In *Clark v. Dignum*, 3 M. & W. 319, it was held that an attachment for non-payment of costs cannot be supported by a demand by a third person authorised by the attorney to receive them. On the other hand, persons executing legal process have an authority derived from the general law, and must be paid immediately upon demand. In all other cases, if a party entitled to receive money does not demand it himself, but sends a third party for it, reasonable time must be allowed by the

debtor to inform himself sufficiently as to the authority of the person making the demand. In the present case, which was of this description, the grantor, by a bill of sale, covenanted to pay the sum secured immediately upon demand in writing, signed by or on behalf of the grantees. In an action of trespass by the grantor, it appeared that a written demand, signed by the attorneys of the grantees, was handed to the grantor by a sheriff's officer, who was authorised to receive the money, and then seized the goods. The Court held that the demand was sufficient, but that there was no default by the plaintiff, inasmuch as he did not get a reasonable time to pay before the seizure was made, and that the word "immediately" should receive a reasonable construction. The Court, indeed, distinguished between demand and default; but we think there could not have been a default unless there was a demand—that is, a demand allowing reasonable time for the debtor to ascertain the authority of the person making the demand, and to call or send, for instance, to his bankers for the money. However, *Diis aliter visum*. The Court also decided in this case, in accordance with the rule in *Brierley v. Kendall*, 17 Q. B. 998, that in such an action as the present the measure of the damages is not the value of the goods, but the value of the plaintiff's interest in them at the time of the trespass; that is, we presume, the defendants could set off the amount secured by their bill of sale.

STATUTE OF LIMITATIONS—ACKNOWLEDGMENT IN WRITING—AGREEMENT TO REFER DISPUTED CLAIMS TO ARBITRATION.

*Hales v. Stevenson*, Ex. C., 11 W. R. 952.

It was held in *Lechmore v. Fletcher*, 1 Cr. & M. 623, that there may be a sufficient acknowledgment in writing, under Lord Tenterden's Act, of a debt barred by the Statute of Limitations, even though the amount be not specified in the acknowledgment. But, unless it be incorporated therein by reference, or if the acknowledgment be not unconditional, it will be insufficient to prevent the operation of the statute. For in *Tanner v. Smart*, 6 B. & C. 603, the acknowledgment was, "I cannot pay the debt at present, but I will pay it as soon as I can," and it was held to be insufficient without proof of the defendant's liability. On the other hand, in *Carrofort v. Smithurst*, 8 W. R. 8, the acknowledgment was, "In reply to your statement of account, I am ashamed it should have stood so long. I must beg to trespass further on your kindness till a return of trade takes place, as trade continues very dull." This was held sufficient. The Court, indeed, grounded its judgment somewhat upon the fact that the debt was not barred at the time when the acknowledgment was made. That extraneous fact, however, could hardly affect the legal construction of the written document. In the present case an agreement by deed to refer disputed accounts to an arbitrator, was held not to be an acknowledgment within the statute. This decision, we own, appears to us to conflict with two well-established legal maxims—viz., *Verba relata inesse videntur*, and *Id certum est quod certum reddi potest*. The award of the arbitrator would import certainty to the amount alleged to be due, and might, we think, be deemed, with all due allowance to legal technicality, to have been incorporated *ex post facto* with the deed. Such an incorporation, indeed, would not constitute the contract one by specialty, because it is of the essence of a deed that all its terms be embodied in a document sealed and delivered, and no blanks left. But this rule of law does not prevent a deed from operating in some respects as such, and in others as merely a written instrument. As a matter of fact, there are few accounts furnished by a creditor to the debtor in which some items are not disputed. Would not, then, a promise to pay any amount found due on a scrutiny of the account be a sufficient acknowledgment within the statute? An agreement to refer does not differ much from such an acknowledgment. It was stated in the judgment of the Court below (11 W. R. 33), that the promise to pay was only "conditional upon arbitration,"

and therefore was not unqualified, and that it also did not expressly revive the old specific debt, but only "to pay such sum and at such times as the arbitrator might appoint." We conceive that these additions did not essentially affect the promise to pay. In *Hart v. Prendergast*, 15 L. J. Ex. 223, Pollock, C.B., observes, "If it be a conditional promise, or a promise to pay on the arrival of a certain period, the performance of the condition or the arrival of that period should be proved by the plaintiff." This shows that the existence of a condition does not necessarily vitiate the acknowledgment. Again, in *Waller v. Lacy*, 1 M. & Gr. 54, and *Gardner v. McMahon*, 3 Q. B. 561, it has been distinctly laid down that it is not necessary that the sum due should be named; but that, if there is an unequivocal admission of the debt, and a difference only upon the amount, the operation of the statute is barred. The arbitrator, indeed, in the present case, might have found that there was nothing due. But, assuming him to have found any amount due, the acknowledgment seems to apply to such amount. Suppose the defendant in the submission deed admitted that he owed some small amount, would that take the whole case out of the statute? In short, it appears that, according to the present decision, there can scarcely be an acknowledgment under Lord Tenterden's Act of an account, unless every item of it is admitted. The decision is, we think, unsupported by authority, and is likely to deprive Lord Tenterden's Act of no small portion of its value.

SHERIFFS' COURT.

(Before Mr. Under-sheriff BURCHILL and a Jury.)

Sept. 24.—*Pocock v. Judge*.—This was an action for assault brought in the Exchequer. Judgment was allowed to go by default, and a writ of inquiry was executed to assess the compensation to be awarded. The damages were laid at £500.

The plaintiff, Mr. Thomas Pocock, is a solicitor, and the defendant, Mr. Joseph Spencer Judge, had been a solicitor in India. Both resided at Kensington, near to each other, and some dispute had arisen as to Mr. Pocock's right to frequent the ornamental ground of Stanley Gardens. On the evening of the 23rd of June a dispute occurred between the parties, which led to the assault for which the present action was brought.

The learned Under-Sheriff told the jury that the question was only one of amount, the defendant having admitted he had done wrong. Improper language had been used by both parties, and when they were upon an equality in this respect the assault was committed, and the jury would say the compensation to be given.

The Jury retired, and after some deliberation, assessed the damages at 20 guineas.

THE REGISTRATION COURTS.

CITY OF LONDON.

(Before Mr. ALFRED HANSON, Revising Barrister, at Guildhall.)

Sept. 25.—Mr. Nokes, of the firm of Nokes, Carlisle, and Francis, appeared for the City of London Conservative Registration Association, and Mr. Sidney Smith and Mr. George Ledger appeared for the Liberal Registration Association.

In the parish of St. Mary-at-Hill, the name of William Byford was objected to, on the ground that he only occupied part of a house, which was no qualification.

Mr. Byford, who is the overseer of the parish, stated that he occupied the upper floor of the house, 29, St. Mary-at-Hill, which consisted of two bed-rooms, a sitting-room, and another room in which he carried on his business as a watchmaker, and used as an office for the transaction of parish business, such as receiving rates and so forth, and which he considered worth £12 of yearly rent.

The REVISING BARRISTER held that as the office or room in question, was of the requisite value, he would retain Mr. Byford's name, changing the description of the qualification from "part of a house" to "workshop."

Mr. Byford's name was accordingly retained.

MIDDLESEX.

(Before Mr. EDMUND BRALES, the Revising Barrister, at Mile End.)

Sept. 25.—Mr. Henry Smith appeared for the National Conservative Registration Association; Mr. T. Alley Jones

and Mr. *Baddeley*, the local agent, also watched the proceedings in behalf of the Conservative interest; and Mr. *W. Albert James* appeared on behalf of the Liberal Registration Society.

The name of Mr. *Henry Janes* was objected to, on the ground that having been wrongly spelt by the claimant as "Lanes," the Barrister had no power under the Act to correct the error. The Barrister, however, decided that he had such power under the 40th section of the Act, and the name was corrected and retained on the list.

### BANKRUPTCY LAW.

#### COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Sept. 23.—*In Re Hembury.*—The bankrupt, Joseph Henry Hembury, was a solicitor, of Staples-inn, and of South Mimms, and this was an application for release from custody. An objection was raised by the Registrar, on the ground that the case had not been placed on the paper, and his Honour said for the future it would be the rule that an appointment should be made in the Registrar's book before notice of application was given for release.

After some explanatory remarks from Mr. Chidley,

His Honour said that in this case he would allow the release, but it was of great importance that debtors should not be discharged without the least public notice to any one of their ap-

plications.

The bankrupt attributes his failure to some unfortunate speculations entered into many years ago.

Sept. 25.—*In Re William Charles Lucy.*—The bankrupt, an oil and colourman of 23, Lucas-road, Kennington, applied for his release from custody. No person appeared to oppose, but the Registrar (Mr. Winslow) mentioned to the Court that the notice of the application had been given to the attorney in the action, and not to the detaining creditor personally.

Mr. Commissioner GOULBURN said he did not think that was enough. Unless some good reason were shown to the contrary, the notice must be served upon the detaining creditor himself. Much mischief might arise if notice to the attorney in the action were held in every case to be sufficient.

The application was therefore refused.

Sept. 28.—Some amusement was caused in court this morning by the production of a solicitor's bill in reference to a small debt summons. It appeared that the original debt was about £1, but the costs to which the debtor had been put in reference to the proceedings amounted to nearly three times that amount.

Mr. *Montague Scott*, the solicitor in the case, said that the charges were fair and reasonable.

The COMMISSIONER said it seemed to him that they were rather exorbitant. The bill of costs must be impounded; it might serve as a precedent in other cases. The system was a monstrous one, and some amendment was required in the practice.

Mr. *Scott*.—I hope your honour will not use the word "impound."

The COMMISSIONER.—Oh yes, I will, let the bill be "impounded."

Oct. 1.—This was the first day on which sittings for examination and discharge have been taken for the last six or seven weeks. A long list of cases awaited his Honour's decision; but it was remarkable that in the first three cases called on the bankrupts had either failed to file accounts altogether, or had not filed them in time. His Honour in each case directed an adjournment at the bankrupt's expense. In one case the solicitor kindly took the blame upon himself, and said that it was entirely his fault that the accounts had not been filed in time.

The Commissioner.—Then perhaps you have no objection to pay the costs for him?

The solicitor.—Certainly, I shall pay the costs. (Laughter.)

### GENERAL CORRESPONDENCE.

#### NOTANDA.

Some time since I received a copy of No. 1 of this new publication, by post, and it was therein stated "that the subscription would be 12s. 6d. per annum, and that it was expected that there would be ten or twelve issues in the year, *each of eight pages*;" that would be 1s. 3d. per copy for ten numbers, and 1s. 4d. per copy for twelve numbers; this I thought a reasonable price.

A short time since I saw in the daily papers that there was to be published a "Justices' Notanda," by the same publisher, which was to contain a selection of cases selected from "Notanda," interesting to justices, and the price was to be *five shillings per annum to subscribers*, not saying what the price would be to non-subscribers, or *how many numbers* would be issued in the year.

As I practise a great deal in the Magistrates' Courts, I thought that I would order of my bookseller No. 1, just to see what sort of a publication it was, before I became a subscriber to it; I did so, thinking the price and size would be about the same as the old Notanda from which it springs; but you may judge my surprise when I found that the price to non-subscribers would be 3s. 6d. per number of *only four pages*, being *one half the size*, and about *three times the price* of its parents.

The proprietors of the *Law Journal* have just published a digest of cases for 30s., containing 683 pages, besides the index, &c., if they had charged the same rate per page, as the proprietor of "Notanda for Justices," it would have been published at £29 17s. 7d. per copy, instead of 30s.!

I shall be obliged if you will give this a place in your paper, in order that my brother practitioners may not be deceived in the price of the "Justices' Notanda" as I have been.

I think it is high time that the profession should form itself into a Law Publishing Society, something on the plan of the "Camden Society," for the purpose of supplying Law Books at a reasonable price.

J. T. S.

#### INTERMEDIATE EXAMINATION.—BOOKKEEPING.

Will any of your subscribers be kind enough to inform me, through the medium of your journal, of a good *theoretical* work on Bookkeeping, so as to enable a candidate to pass in that branch at the Intermediate Examination? F. W. P.

September 30.

#### LEASE—DEFECTIVE COVENANT TO PAY RENT AND HERIOTS.

In reply to the inquiry of J. T. S. (*ante* p. 849), I differ in opinion from your correspondent C. H. H. (*ante* p. 863), and consider that the covenant referred to is invalid at law. A deed will sometimes be construed by a court of law in a particular way not intended by the parties to it, provided that, if construed in the latter mode, it would be void. But a deed may be so ambiguously worded as to be wholly void; so, also, may a particular clause in it. This, I think, is the legal effect of the clause referred to. There is no word of covenant used; it is a mere *parol* agreement, or rather, is equivalent precisely to the previous reservation of the rent. The lease, however, can be rectified in equity.

H. September 30.

#### BENEFICED CLERGYMAN—MORTGAGE OF LIVING IN IRELAND.

The inquiry of "C. H. H." (*ante*, p. 863) appears to be based on a wrong interpretation of the 112th and 113th sections of the statute 1 & 2 Vict. c. 106, which empowers *bishops* in certain cases to mortgage the benefices of incumbents. This is allowed by the Act (which does not extend to Ireland) sect. 133, for ecclesiastical purposes only, and not for the private benefit of the incumbent, which, no doubt, "C. H. H." means by the word "mortgage." With the exception of leases in conformity with the provisions of the enabling statutes in that behalf, every mortgage or charge by an incumbent is void. This is by force of the statute, 13 Eliz. c. 20, and 1 & 2 Vict. c. 106; *vide Shaw v. Pritchard*, 10 B. & C. 241. Under these statutes an instrument framed as a lease, but in reality a charge, is void: *Newland v. Watkin*, 9 Bing. 113; and so, also, is an agreement to charge. The principle of this doctrine is, that the alienation or charging of benefices is contrary to public policy.

### APPOINTMENTS.

Mr. F. D. MELVILLE has been appointed to act as assistant-judge and sessions judge of Poona.

### IRELAND.

#### CONSOLIDATED CHAMBER SITTING.

(Before Mr. Justice HAYES.)

Sept. 25.—*Travers v. Vicars.*—Mr. *Palles* applied on the part of the plaintiff, to substitute service under these circumstances. His client had, in 1856, brought an action against the

defendant, and a consent for judgment had been signed for the latter by his attorney, Mr. Maxwell; but subsequent to this period, and before any fruits could be realised from the judgment, the defendant left this country, and until lately his residence was unknown. However, the plaintiff had now ascertained that he was living in London, and in comfortable circumstances; but on being applied to for the money he disputed his liability, and instructed an attorney to make defence to the action instituted on foot of the judgment. Plaintiff's advisers laid a case before an English counsel, who advised that the Irish judgment was to be deemed as the judgment of a foreign country, and that more than six years having elapsed the defendant could plead the Statute of Limitations successfully. The course he therefore advised was, that an action should be brought in this country on the judgment, and then the plaintiff could, within six years from its determination, bring another action in England, to which the Statute of Limitations would be no bar. The defendant had now been served in England for the purpose of the Irish suit, and counsel submitted that under the Common Law Procedure Act the court could substitute service, or deem Mr. Maxwell the agent or representative of the defendant in this country.

Mr. Justice HAYES remarked upon the strict rule laid down by the Queen's Bench as to not substituting service upon an attorney, unless he was clearly shown to be acting for his principal in the subject-matter of the particular suit.

Mr. Pales said that the summons and plaint was in the Common Pleas, and urged that the affidavit showed the attorney to be in communication with his client.

His LORDSHIP granted a conditional order, to be served on Mr. Maxwell, and notice through the post also to the defendant.

## REVIEW.

*Lectures on Jurisprudence; being the sequel to "The Provinces of Jurisprudence Determined;" to which are added, Notes and Fragments.* Now first published from the original manuscripts. By the late JOHN AUSTIN, Esq., of the Inner Temple, Barrister-at-Law. Vols. 2 and 3. London: John Murray. 1863.

(Concluded from page 865.)

Having in the first volume exhausted all pertinent inquiry regarding the essential qualities of law, of sovereignty, &c., Mr. Austin proceeds to the consideration of rights, which he defines to be "creatures of law," and distinguishes from natural and moral rights, which he designates as *imperfect*, and as rights by way of analogy. We are not sure that the ethical philosopher would admit that a religious law had not an adequate sanction—nay, that he would not contend that it was the only law that corresponded with Mr. Austin's ideal, since he does not admit international rules, or any rules not provided with adequate legal sanction, to be laws in the strict sense of the term. This opinion, which we have already endeavoured to show is an error of the first magnitude, is repeated by our author here. He observes, p. 2—"Rights which are derived from the law of nations are related to rights which are derived from positive law by a remote or faint resemblance. They are neither armed with the legal sanction, nor are they creatures of law established by *determinatis* superiors." No human law is so certain of being enforced as a law of physical nature; in fact, such laws only are laws in Mr. Austin's sense of the term. International law, we admit, could be rendered more perfect by a positive agreement amongst nations. But municipal law has its defects likewise. The municipal and international codes consequently differ from one another only in degree, and not essentially. We are glad, however, to observe that Mr. Austin has not suffered his view of utility, in its relation to law, to affect his discussion of the nature of legal rights. Utility, we may repeat, has no connexion with a law. There are such things as hard laws and bad cases, and hard cases and bad laws; but they are cases and laws respectively, nevertheless. It is strange that Mr. Austin could be guilty of what logicians call a cross division. What would one think of a writer plainly classifying laws as civil, criminal, and useful? And yet Mr. Austin so highly appreciates the element of utility (which is merely an external quality of law, or rather of its effects), that he actually considers that in utility is to be found an index to the unrevealed laws of God. Since the revealed laws of the Deity afford such a wide field for comment, we think that a search into the Divine unrevealed precepts is somewhat supererogatory.

We are far from denying, however, that permanent utility would be a good clue (if there could be any clue) to the unrevealed will of the Deity. So far-fetched an application, however, of the criterion of utility in a juristical as distinguished from an ethical treatise, indicates very plainly that the propensities of the Benthamite school of jurists influenced to a considerable degree the scope of our author's inquiries.

Our author defines a "person" to be a human being capable of rights. The definition of the later civilians was "*homo cum statu suo consideratus.*" These definitions, strictly considered in their juristical aspect, are very faulty. *Replices* and *fiscus* were, in the system of Justinian, *persons*, and we do not see any reason for restricting the definition, as Mr. Austin has done, to natural persons. He then endeavours to justify the uncommon position that the sovereign is not a person, reiterating the doctrine previously maintained by him (vol. 1, p. 255), that sovereigns "have not legal rights and are not subject to legal obligations." The fact is, that as they alone represent the State in dealing with foreign powers, they are the subjects of more rights and obligations than any private citizen can be, since they are no less than these amenable to most of the municipal code. Mr. Austin finally considers the term "person" to mean "a physical or individual person," and is careful in distinguishing it from *status*. *Status*, indeed, is a quality, and the correlative of person, and therefore distinct from it; but it is by no means to be contradistinguished from it. In the appendix to Whately's Logic there is a very good commentary on the important juristical term "person," which that author considers to denote a character, and in behalf of this view cites Cicero—"Tres ego usus personas sustineo, mei, adversari, *Judicis.*" This, we think, is a correct exposition of the legal and received signification of the term, upon which Mr. Austin's definition is no improvement. A person in law is the subject of legal rights or obligations. Thus a trustee may in his individual capacity owe an obligation to himself as trustee, and *vice versa*. This is simple enough. Mr. Austin is much too diffuse upon it. Upon the definition of rights he is properly copious enough, and his commentary thereon clearly shows the importance of his view of law as essentially the command of a superior. In no respect should any question of moral right or duty be mixed up with the question of legal rights. Incidentally to this subject, our author expresses entire concurrence with the opinion of the late Dr. Thomas Brown, that power, cause, and effect are merely abridged phrases for antecedence and consequence in time; and that as there is no such entity as cause or power, there is no power to will any act, and consequently no such thing as a volition, the human will, or freedom of the human will. Mr. Austin appears to consider (p. 82) his brief comments on this topic to be irrelevant. A brief account of the essential elements of moral right, duty, contracts, &c., would not, we think, be at all inappropriate in a work such as the present. But, assuming Mr. Austin's view of this matter to be correct, it is all the more unpardonable that he should carelessly, according to his own statement, lay the great weight of his authority to undermine the moral doctrines which reason and common sense have in every age and clime sanctioned. If the will is not free, why have we such affections as gratitude and resentment? If the felon could not act otherwise than he did, why punish him, at least capitally? Is the question of right or duty no guide to conduct? Does not the common experience of the truth of the maxim that "honesty is the best policy," prove that it is so, that honesty may be used as a guide to conduct, and that there is consequently a mental faculty which can determine what is honest and what is not, independently of any test of the utility of the result. Mr. Austin's doctrine we consider to be highly injurious, as it is undoubtedly erroneous. Dr. Brown's analysis of the freedom of the will is correct, but his view of the question was incomplete. Moral freedom, Mr. Austin admits, is properly applicable to acts or conduct. This admission concedes the whole question. For as the knowledge of good implies the knowledge of evil ("Rectum est enim index et sui et obliqui," as Bacon observes), no one ever resolved upon doing a particular act, because it was good, without being aware that the contrary act was evil. Necessitarians err in supposing that their opponents allege that the mind can will any idea. But it may will to do good or evil. With respect to the juristical relations of the unintended consequences of an act, Mr. Austin offers some lucid observations. His illustrations (as is the case, with respect to this matter), are not unfrequently drawn from criminal cases. This is an error of taste, for (to cite a single instance), legal as distinguished from moral fraud is best indicated by a case of contract.

With reference to the unintended consequences of an act, Mr. Austin observes that intention is of the essence of injury. What then, we may ask, becomes of cases of ignorance, negligence, accident, or mistake?

Lectures 30 to 36 inclusively contain a mine of valuable information on the subjects of judicial legislation, codification, the effect of the former (the Praetorian edicts) upon the latter (the Code and Pandects), in the system of Justinian, the principal differences between statute and judge-made law, and their relative weight against the competition of opposite analogies. In the *Edinburgh Review*, vol. 29, p. 224, there is an article by Sir Samuel Romilly, on Bentham's theory of codification. Sir S. Romilly in that article unduly depreciates the value of judge-made law, as propounded by persons not sufficiently responsible to the community. This objection is ably refuted (p. 351) by our author, and shown to apply to all legislation, and, moreover, to be in the case put easily obviated by placing the appointment of the judges in the Legislature, and not in the Crown. But after this parrying of compliments, our author discusses "seven tenable objections" to Judge-made or, as he expresses it, judiciary law. Against it he consequently pronounces, and considers codification to be a mere question of time and place, and should not be deferred unless there cannot be men had competent to achieve the task. We hold a different opinion with respect to the juristic value of judge-made law. *Stare decisis* will always be an intelligible watchword for the judge. *Stare statis* means little; for every statute (as the judges replied to Charles the First, when consulted by him as to the probable effect of his granting the Petition of Right) has its interpretation; and we may add, until it has had its interpretation from the judges, its actual effect cannot be plainly perceived. Our author then proceeds to unfold the treasures of his intellect upon the question, so important at the present day, of codification; but after having shown us its feasibility, the remainder of his observations (lecture 50) is wanting. For this lecture we would readily exchange the elaborate disquisitions on *persona*, *status*, *culpa*, *dolus*, *diligentia*, and *negligentia*, and the like questions of juristic terminology.

It is not easy to reconcile our author's previous statements regarding the value of judge-made law with the following passage (p. 357), which, however, cannot be too highly commended—"I will venture to affirm that what is commonly called the *technical* part of legislation is incomparably more difficult than what may be styled the *ethical*. In other words, it is far easier to conceive justly what would be useful law, than so to construe that same law that it may accomplish the design of the lawgiver. Accordingly, statutes made with great deliberation, and by learned and judicious lawyers, have been expressed so obscurely, or have been construed so unaptly, that decisions interpreting the sense of their provisions, or supplying or correcting their provisions, *ex ratione legis*, have been of necessity heaped upon them by the courts of justice. Such, for example, is the case with the Statute of Frauds. And here I may remark that, unless a statute be well made, it commonly is more uncertain than a rule of judiciary law." "This very want of a precise form renders a judicial rule (in spite of its inherent uncertainty) less uncertain than a badly constructed statute." A judge-made rule once firmly established is, we may observe, virtually equivalent to a statute, and the interpretation thereof. It is therefore superior to a bare statute, however clearly expressed. It is not in its crude material that the value of a commodity consists, but in its adaptation to the purpose for which it was designed. The statute is the raw material, so to speak; it is the judicial interpretation thereof which gives it value and currency; and the chief requisite of a statute is to be capable of being easily assimilated by judicial decision to the system upon which it is engrained, and of meeting the legal void for which it was designed. This capacity will be dependent upon the frame of the statute observing the technical unities of the branch of law to which the statute relates. The chief defects of our statutes are unhappily of a technical nature; they aim at some substantial improvement in the law, but fail to compass it for want of a technical coherence with the rest of the legal fabric. These defects are owing to the imperfections of our machinery of legislation. The material offered to the Legislature is, as a general rule, unexceptionable; but it is not sufficiently elaborated there before it is embodied in a statute. The appointment of a select few to superintend the process of legislation is the obvious remedy for this evil.

So vast and varied are the details of the treatise before us, that to endeavour to give a general account of the author's notions or tendencies with respect to leading or vexed juristic

questions would be a colossal task, the execution of which would require more space than is at our disposal for the purpose. On the whole, however, we may observe that we have been rather disappointed in not perceiving greater originality and depth than is discernible in the volume before us. A thorough acquaintance with it would be of little aid to a person engaged in the work of codification or consolidation of any branch of law. It is, also, sometimes disjointed and ill-arranged. The author has not regarded the province of his investigations from an eminence, nor (ignoring as he does, to some extent, the freedom of the will, and human accountability) has he viewed the kingdoms of the earth from the highest pinnacle of the time-honoured fabric of moral law; but, material Benthamite as he is, he measures out the area of his yet unconquered province, without any great regard to its chief natural features. His labours, certainly, in the survey of the numerous details of his work were Herculean, and entitle him to the highest praise for the general completeness and felicity of their execution. In this respect, and in his masterly capacity for expounding abstruse points, he closely resembles Dugald Stewart and Victor Cousin in their treatment of the leading questions of ethics and psychology. He is, however, after all, a disciple only; he does not seek to be a master; and in this mediocrity of his ambition we find perhaps the source of what we cannot but characterize the defect of his work—viz., the expenditure of great power and a laborious attention to the elucidation of minute details not intimately connected with the essential principles of jurisprudence. The merits of the work are vastly, indeed incomparably, greater than its defects. If he appreciates utility sufficiently highly, he, on the other hand, keeps himself untrammelled by any discussion of merely ethical questions—an error to which jurists of the high *a priori* school are continually prone—and if he has not devoted sufficient attention to the *a priori* phases of his subject, he has certainly produced a treatise which, for felicity of exposition, is unsurpassed, and in its completeness and logical severity of execution may fairly be styled the Grammar of Jurisprudence.

## PUBLIC COMPANIES.

### MEETINGS.

#### CRIFFE JUNCTION RAILWAY.

At the half-yearly meeting of this company, held on the 24th ult., a dividend at the rate of 45 per cent. per annum was declared for the past half-year.

#### GREAT NORTH OF SCOTLAND RAILWAY.

At the half-yearly meeting of this company, held on the 25th ult., the following dividends were declared:—Upon the new shares at the fixed rate of £4 10s. per cent. per annum; the new preference shares (B) at £4 10s. per cent. per annum; the preference stock at £7 per cent. per annum; and the original stock at the rate of £7 per cent. per annum.

#### PERTH AND METHVEN RAILWAY.

At the half-yearly meeting of this company, held on the 18th ult., a dividend at the rate of 4 per cent. per annum was declared for the past half-year.

#### TENBURY RAILWAY.

At the half-yearly meeting of this company, held on the 23rd ult., a dividend at the rate of £2 per cent. per annum was declared for the past half-year.

#### VALE OF LLANGOLLEN RAILWAY.

At the half-yearly meeting of this company, held on the 26th ult., a dividend at the rate of £3 per cent. per annum was declared for the past half-year.

## PROJECTED COMPANIES.

### LONDON TAVERN COMPANY (LIMITED).

Capital £120,000, in 12,000 shares of £10 each. Solicitors—Messrs. Sole, Turner, & Hardwick, Aldermanbury.

This company has been formed for the purchase of the business of the well-known London Tavern, Bishopsgate-street.

#### THE EAST LONDON BANK (LIMITED).

Capital £600,000, in 12,000 shares of £50 each. Solicitors—Messrs. Thomas & Hollams, Mincing-lane. This bank has been established for the purpose of affording increased banking facilities to the eastern portion of the city of London.

## THE PRINCE OF WALES HOTEL COMPANY, UPPER NORWOOD (LIMITED).

Capital £100,000, in 10,000 shares of £10 each.

Solicitor—Henry Wickens, Esq., Tokenhouse-yard.

This company has been formed for the purpose of erecting a first-class hotel and residential club at Westow-hill, Norwood.

## THE SOUTHSEA PIER HOTEL COMPANY (LIMITED).

Capital, £60,000, in 6,000 shares of £10 each.

Solicitors—Messrs. Few & Co., Henrietta-street, Covent-garden.

This company has been formed for the purpose of erecting a first-class hotel on the beach of Southsea, near Portsmouth.

The Hotel will be fire-proof, and constructed on the most approved principles, with every modern sanitary improvement. It will also be so arranged as to afford accommodation for private families, and the Continental system will be a prominent feature in its management.

The site proposed faces the sea, is freehold, and is admitted to be most eligible and unsurpassed in position. It borders on the Common, which is about a mile in extent, where all the reviews take place. It overlooks Spithead, her Majesty's marine residence, Osborne, and the Isle of Wight, and is within two minutes' walk of the new pier for steamers plying between Southsea, Ryde, Cowes, and Southampton. It is also in close proximity to the Governor's Green, the Assembly and Reading Rooms, and the Esplanade, the latter being one of the finest sea-side promenades in England.

A large amount of capital has been already subscribed.

Interest upon all amounts paid up at the rate of 5 per cent. per annum will be allowed from the date of payment until the opening of the Hotel.

We give the following further particulars respecting Railway Debenture and other Stock:—

The Midland, at the close of 1861, had £1,000 outstanding at 5 per cent., £5,000 at 4½ per cent., £410,898 at 4½ per cent., £239,958 at 4½ per cent., £3,151,467 at 4 per cent., £177,342 at 3½ per cent., and £22,800 at 3½ per cent. At the end of 1862 the £1,000 and £5,000 were still outstanding at 5 and 4½ per cent., £374,600 at 4½ per cent., £222,108 at 4½ per cent., £3,256,987 at 4 per cent., £232,321 at 3½ per cent., £9,750 at 3½ per cent., and £2,000 at 3 per cent. Thus the company has actually secured one loan on rather more favourable terms than have been obtained of late years by the Chancellor of the Exchequer. The North British, at the close of 1861, had £150,942 outstanding at 5 per cent., £898,625 at 4 per cent., £402,231 at 4½ per cent., and £1,100 at 5 per cent. In the course of 1862 this company absorbed several smaller undertakings, and at the close of that year the loans outstanding were as follows:—£50,700 at 3½ per cent., £46,745 at 3½ per cent., £1,433,917 at 4 per cent., £561,281 at 4½ per cent., £511,248 at 4½ per cent., £3,000 at 4 per cent., £24,150 at 4½ per cent., and £55,100 at 5 per cent. The North-Eastern, another great concern, which also year by year attaches to itself other small lines, had £3,085 outstanding at the close of 1861 at 5 per cent., £210,338 at 4½ per cent., £774,200 at 4½ per cent., £1,111,660 at 4½ per cent., £4,133,813 at 4 per cent., £114,464 at 4 per cent., £114,464 at 3½ per cent., and £10,000 at 3½ per cent. At the close of 1862 the loans of the company were generally floating on easier terms, £585 being outstanding at 5 per cent., £117,512 at 4½ per cent., £719,917 at 4½ per cent., £1,017,545 at 4½ per cent., £5,001,036 at 4 per cent., £95,814 at 3½ per cent., and £5,600 at 3½ per cent. The South-Eastern, at the close of 1862, had £10,880 outstanding at 3½ per cent., £1,522,869 at 4 per cent., £461,310 at 4½ per cent., £760,973 at 4½ per cent., and £61,220 at 5 per cent. At the close of last year matters stood thus:—£4,490 at 3½ per cent., £1,684,822 at 4 per cent., £992,160 at 4½ per cent., and £636,873 at 4½ per cent. The West Midland, at the close of 1861, had £100,007 at 4 per cent., £111,637 at 4½ per cent., £1,310,912 at 4½ per cent., £83,943 at 4½ per cent., and 498,414 at 5 per cent. Twelve months later the company had £73,967 outstanding at 4 per cent., £374,907 at 4½ per cent., £1,004,568 at 4½ per cent., £30,078 at 4½ per cent., and £220,342 at 5 per cent. The amount which this company was authorised to raise by loans stood at £1,676,732 in 1862, and the total amount raised was £1,603,862. Debenture stock had, however, been issued to the extent of £530,861. The Great Eastern had, at the close of 1862, £30,000 outstanding at 3½ per cent., £596,570 at 4 per cent., £1,131,642 at 4½ per cent., £9,436,378 at 4½ per cent., £76,235 at 4½ per cent.,

and 296,805 at 5 per cent., making a total of £4,577,630, while debenture stock had also been issued to the extent of £832,073. The total amount which the company was authorised to raise stood in 1862 at £5,637,481. It is difficult to institute a comparison with 1862, as the company underwent last year a radical reorganization. With regard to the progress of debenture stock, it may be noted that the Midland had issued, at the close of 1862, £29,800, as compared with £590,055 in 1861; the North British, at the close of 1862, £18,189 at 4 per cent., and £303,019 at 5 per cent., as compared with £15,944 at 4 per cent., in 1861; the North-Eastern, at the close of 1862, £145,000 at 4 per cent. as compared with £109,269 in 1861; the South-Eastern, at the close of 1862, £60,410 at 4 per cent., as compared with £57,310 at 4 per cent. in 1861, &c. The total amount of debenture stock issued by all the British railway companies, which stood at £7,806,565, December 31, 1861, had increased to £10,665,096 at the close of last year. The preferential and guaranteed stock of the Caledonian (irrespective, it should be understood, of debenture stock) amounted at the end of last year to £3,854,937, as compared with £3,555,540 at the close of 1861; the total share capital—ordinary, preferential, and debenture stock—having been £7,151,381 at the close of 1862, and £6,852,967 at the close of 1861. The total of the preference and guaranteed stock issued at the close of last year may be subdivided as follows as regards the rates of interest attached to it:—£499,712 at 3 per cent., £125,000 at 3½ per cent., £40,000 at 4 per cent., £1,998,323 at 4½ per cent., £735,547 at 5 per cent., £60,000 at 6 per cent., £240,000 at 7½ per cent., and £155,355 at 8 per cent. These figures correspond closely with those for 1861, except that in that year the amount of 4½ per cent. preference and guaranteed stock was £1,698,927, an additional issue having thus been made in 1863 at 4½ per cent. to the extent of £299,396.

A correspondent of a morning journal complains that, upon the revision of the jury list, he has been "degraded" from a "special" to a "common" jurymen on the ground, as he alleges, that the firm in which he is a partner has opened a branch establishment in the town wherein he resides. He states that he has resided in the same private house for nine years, from which he had been, and should, in future, be summoned, and that he ranks as a "special" for the city of London. The writer has appealed to the justices at quarter sessions on the subject, but they have declined to interfere. The result is, that he must serve his country as a common jurymen for the county where he was formerly a special, while the city of London deems him worthy the position of a merchant and special jurymen.

The Temple Church, having been thoroughly repaired, will be re-opened for divine service next Sunday.

Mr. Henry Selfe Selfe, the magistrate who left the Thames Police Court some months since for Westminster, gave Mr. William Livingston, the chief usher, a very substantial testimonial on retiring from the last-named court, for willing and valuable aid rendered. Recently, Mr. Selfe called at the Thames Police Court, Stepney, and presented to Roche, the gaoler, a valuable and handsome ivory penholder and pencil case with gold pen, penknavs, and gold pencil, complete, as a testimonial for good conduct and attention during the eight years Mr. Selfe officiated at the court. The ivory case, or holder, bears the inscription, "Robert Roche, from H. S. S. (the magistrate's initials).

Mr. Terrell, the barrister appointed to revise the list of voters for Marylebone, will hold his Court at the Vestry Hall, Paddington, on Monday, the 5th of October.

A vacancy having occurred in the office of vestry clerk of the parish of Hornsey, through the resignation of Mr. Thomas Tatham, who had held the office for nearly fifty years, two candidates appeared to claim the vacant post, namely, Mr. M. A. C. Tatham and Mr. William Hammond, when the former was elected by the ratepayers. The conduct of the defeated candidate, Mr. Hammond, during the contest, gained him the esteem and friendship of the ratepayers; it was resolved to present him with a testimonial of his ability and courtesy; and, accordingly, after entertaining him at a dinner at the Gatehouse Hotel, Highgate, Dr. Horner, who occupied the chair, presented Mr. Hammond with a beautiful silver epergne, accompanying the gift with a short but expressive eulogium on Mr. Hammond, who acknowledged the great kindness shown to him in an appropriate manner.

Mr. George Beamire, aged 75 years, a gentleman possessed of considerable property, and formerly a barrister-at-law, recently died under very extraordinary circumstances. The deceased, it appears, for the past 20 years resided at No. 1, Adam-street, Adelphi, but in almost total seclusion, no person under any pretence whatever being allowed to enter the three rooms in his occupation on the first floor. His meals were prepared by his housekeeper, and were left on a tray at the door of the ante-room and then taken in by the deceased; and although many times in a state of ill-health, he refused to have medical aid, but used to have sent in from a chemist's a quantity of different medicines. All communications to him were received in the same way as his meals, and for more than 12 months he never left the house. He is stated to have been a gentleman of considerable ability, and, although very eccentric in his habits, of perfectly sound mind and capable of managing his property, which consisted among others of large estates in Cumberland and Cardiff. His time was chiefly spent, it is believed, in reading and writing, the society of men being entirely dispersed with. An inquest was held on the body of the deceased, on the 22nd ult., and from the evidence of the housekeeper it appeared that on Wednesday the 7th ult., she went up as usual with his dinner but received no reply at the door, and although she frequently called him she did not again see him alive. On the Saturday morning following becoming alarmed, she made a communication to the police, and the door was broken open, when a scene was presented which almost defies description. On entering the ante-room the floor was found to be strewn with hundreds of newspapers, writings, &c., chairs, table, and other articles of furniture. The left-hand room (which is some 40ft. in length and overlooking the river) presented even a more extraordinary appearance. At one end was a handsome chimney-glass some 12 feet in height, covered with dust and cobwebs. The furniture, of very handsome description, was in an equally dusty state, while the dust lay on everything to nearly an inch in thickness. The floor was strewn with mass of articles, consisting of trunks, papers, and books of science and law of much value. There were also three large bags filled with new boots, and several silver spoons lay upon the sideboards, and packages of candles, clothing, &c., were heaped up in all parts in the utmost confusion. Near the doorway, and leaning against the wall, was a painting of the Crucifixion, about 12ft. by 4ft., said to be of great value, but which was also covered with dust. The right-hand room displayed a similar scene of dirt and confusion—furniture, books, paintings, &c., being piled up in different parts of the room. The shutters, which were closed, having been opened, a dreadful sight was presented. The deceased was found lying back in an arm-chair quite dead and in a rapid state of decomposition, having no doubt been dead several days. He was dressed, but in a very dirty state, and by his side lay the remains of some food. There was not the slightest vestige of bed or bedding, and the deceased must for twenty years have slept in the same chair. In other parts of the room were scraps of bread, bottles of wine and medicine, this as well as the other rooms being almost impassable; while the light of day had evidently been shut out for years. From the medical testimony it appeared that death resulted from low fever, accelerated by neglect, and the jury returned a verdict in accordance therewith. The deceased, it appears, was a single man, and had no near relatives; but a will was made by him, which is in the hands of his legal adviser, Mr. Nenson, of Carlisle.

#### BIRTHS, MARRIAGES, AND DEATH.

##### BIRTHS.

BRAUND—On Sept 29, at Plumstead-common, Kent, the wife of Marwood K. Braund, of Furnival's-inn, Esq., of a daughter.  
HOWARD—On Sept 27, at Stamford-hill, the wife of Joseph Howard, Barrister, Esq., of a daughter.  
RANDALL—On Sept 24, at 5, Westbourne-park-villas, W., the wife of J. W. Randall, Esq., of the Inner Temple, of a daughter.

##### MARRIAGES.

BOULTON—NICHOLL—On Sept 9, at Aldenham, Herts, Charles George, son of the late Charles Boulton, Esq., to Georgians, second daughter of the late Henry Ildi Nicholl, Esq., D.C.L.  
MICHELMORE—TOMBS—On Sept 17, at St. Stephen's, Exeter, Henry Michelmore, Esq., of Newton Abbott, Devon, Solicitor, to Elizabeth Mary Justice, the younger daughter of William Tombs, Esq., of Exeter.  
SMITH—MOORE—On Sept 21, at Much Hadham, Herts, James William Smith, Esq., Solicitor, Maldenhead, Berks, to Annie Elizabeth, second daughter of Francis Moore, M.D.

##### DEATHS.

BLAMIRE—On Sept 19, at 1, Adam-st., Adelphi, George Blamire, Esq., of Carlisle, and of Lincoln's-inn, Barrister-at-Law, aged 75.  
CHITTY—On Sept 26, at Cambridge Lodge, Walham-green, Edward Chitty, Esq., of Lincoln's-inn, Barrister-at-Law, and late of the Island of Jamaica, in the 60th year of his age.

FFARINGTON—On Sept 29, Edmund Francis Ffarington, Esq., Barrister-at-Law, second son of Admiral Ffarington, of Woodvale, Isle of Wight, aged 43.

FOWLER—On Sept 23, Elizabeth, the beloved wife of Wm Fowler, Esq., Solicitor, Birmingham.

HOCKLEY—On Sept 19, at 27, Ufton-road, Kingsland, George Hockley, son of the late John Hockley, Solicitor, Esq., of Newington-green, Middlesex.

MARTIN—On Sept 23, at Torquay, George Edward, the younger son of Thomas Martin, Esq., of Cannon-street, and Kidbrooke, Blackheath, Solicitor, aged one year and three months.

PINNIGER—On Sept 29, at Westbury, Wilts, Alice, the beloved wife of H. W. Pinninger, Solicitor.

#### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

*The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—*

CAVE, JOHN, of Janser, near Oundle, Northamptonshire, Esq., deceased, £100, New £3 per Cent.—Claimed by Charles Yorke, and Frederick William Yorke, executors of C. F. Yorke, who was surviving executor of John Cave.

SMITH, REV'D. JOHN, Wednesborough, Sandwich, THOMAS WOOD, and JOHN WOOD, of Sandwich, all deceased. £100, New £3 per Cent.—Claimed by John Sackett Hooper, surviving executor of said John Wood.

WILBRAHAM, EDWARD, of Cirencester, Esq., and the Rev'd. GEORGE HAYWARD, of Trocester, Gloucestershire, both deceased. £160 3s. 8d., Reduced £23 per Cent.—Claimed by James Prior de Paravicini, administrator of Rev'd. G. Hayward.

WILLIAMS, GEORGE, Minehead, Somerset, Gent., deceased. £1,100, New £3 per Cent.—Claimed by Frederick George White, and Thomas Abramham, executors of Mary Williams, Widow, deceased, who was the sole executrix of said George Williams.

#### ESTATE EXCHANGE REPORT.

##### AT THE MART.

September 25.—By Mr. TOOTELL.

Freehold estate, at Matfield-green, in the parishes of Banchory and Pensbury, Kent, comprising cottage residence, stables, and coach, two farm houses, seven cottages, &c., and containing about 180 acres.—Sold for £6,500.

Sept. 30.—By esrs. EDWIN FOX, & BOUSFIELD.

Freehold eight houses (3 with shops), Nos. 4 to 9, Elm-street, Gray's-inn-road, and Nos. 5 and 6, Mount Pleasant, Clerkenwell.—Sold for £3,300.

Freehold property known as Beacon Hill, situate at Whittemore, Surrey, consisting of about 34 acres of land, with cottages, barns, stabling, &c.—Sold for £1010.

Freehold House and Shop, No. 18, Little St. Andrew-st, Seven Dials.—Sold for £825.

##### AT GARRAWAY'S.

Sept. 28.—By Mr. J. J. O'GILL.

Lease and goodwill of the Pakenham Arms, wine vaults, Calthorpe-street, Gray's-inn-road.—Sold for £3000.

Oct. 1.—By Mr. Lound.

Leasold, the Sir Isaac Newton public-house, Canterbury-road, Kilburn.—Sold for £3000.

#### LONDON GAZETTES.

##### Professional Partnerships Dissolved.

FRIDAY, Sept. 25, 1863.

Christian, Hy, & Wm Cropper, Lpool, Attorneys-at-Law and Solicitors. Sept 16. By mutual consent.

TUESDAY, Sept. 29, 1863.

Compigne, Henry, & Horatio Compigne, Gosport, Attorneys-at-Law and Solicitors. Sept 18. By mutual consent.

##### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 29, 1863.

Abbott, John, Aspringe, Kent, Gent. Nov 22. Wightwick & Co, Canterbury.

Biddle, Richd, Lenton, Nottingham, Gent. Dec 1. Hunt & Son, Week-day-cross, Nottingham.

Cow, Wm, Manske, York, Cartwright. Oct 10. Weatherill, Guisborough.

Dale, John, Coombe-st, Croydon, Gent. Nov 19. Butler, Tooley-st.

Hollingsworth, John Adolphus, Hertford, Innkeeper. Nov 17. Longmore & Co, Hertford.

Little, Wm, West Wickham, Kent, Gent. Nov 21. Young & Jacksons, Essex-st.

McBride, Wm, Lpool, Retired Landing Waiter. Nov 2. Evans & Co, Lpool.

Overman, Thos Wm, Hencr Hempstead, Gent. Nov 28. Walker & Jerrard, Furnival's-inn.

Taylor, John Swayne, Newham, Gloucester, Tanner. Dec 24. Wintle, Newham.

TUESDAY, Sept. 29, 1863.

Bullock, Wm, Hereford, Esq. Nov 24. Humphrys, Hereford.

Freeman, Wm, Marylebone-rd. Oct 31. Stanton, Executor, 9 Montague-sq.

Gray, Louis, Felpham, Sussex, Spinster. Nov 6. Sowton, Chichester.

Hollingsworth, John Adolphus, Hertford, Innkeeper. Nov 17. Longmore & Co, Hereford.

Kirkham, David Westmore, Ancoats, Manch, Brass Founder. Nov 9. Whitworth, Manch.

Morday, Wm, Bishopwearmouth, Surgeon. Oct 31. Thompson, Sunderland.

Ricks, Frd, Queen's-rd, Buxton-st, Essex, Gent. Nov 30. Buchanan, Basinghall-st.

Short, Hob, Threadneedle-st, Stock Broker. Nov 2d. Wootton & Son, Tokenhouse-yd.

Smith, Thos Geo, Togton, Northumberland, Esq. Dec 18. Spours & Carr, Alnwick.

Swindon, Eliz, Sheffield, Widow. Oct 24. Broomhead, Sheffield.

Westbrook, Andrew, Freeman's-ct, Cheapside, Victualler. Nov 1. Cleobury, Cheapside.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

FRIDAY, Sept 25, 1863.

Bamford, Thos, Rochdale, Woollen Manufacturer. Aug 31. Comp. Reg Sept 24.

Barratt, Saml, Manch. Contractor. Sept 1. Comp. Reg Sept 23.

Barratt, Wm, Jun, Stockbridge, Hants, Brewer. Sept 24. Conv. Reg Sept 24.

Beech, Edwd, Burton-under-Needwood, Stafford, Blacksmith. Aug 29. Ast. Reg Sept 24.

Briggs, Thos Hy, Leeds, Photographic Chemist. Aug 29. Ast. Reg Sept 24.

Cork, Wm Caleb, Ellington-st, Islington, Warehouseman's Clerk. Sept 15. Ast. Reg Sept 24.

Edgley, Joseph Broster, Little Britain, London, Oil and Colourman. Aug 28. Comp. Reg Sept 24.

Gardner, Chas, Dover, Engraver. Sept 16. Conv. Reg Sept 23.

Gent, Wm, Plymouth, Baker. Sept 1. Conv. Reg Sept 23.

Glass, Robt, Toxteth-park, Lpool, Ship Chandler. Aug 27. Conv. Reg Sept 24.

Harborne, Wm Hardis, Ashted, Birn, Builder. Aug 26. Comp. Reg Sept 23.

Jones, Sarah, Enfield, Butcher. Sept 23. Ast. Reg Sept 25.

Lewis, Giles, Holland-st, Brixton, Corn Merchant. Sept 2. Ast. Reg Sept 23.

Lock, John, City-rd, Middx, Hat Maker. Sept 21. Comp. Reg Sept 24.

Mason, Hy Humble, Old-st, St Luke's, Chemist. Sept 2. Comp. Reg Sept 19.

Medway, Thos, Cattisfield, Dorset, Butcher. Sept 19. Ast. Reg Sept 25.

Parry, John, Aston-Juxta-Birm, out of business. Sept 9. Comp. Reg Sept 23.

Pitt, Wm Linley, Sheffield, Cutlery Manufacturer. Sept 9. Conv. Reg Sept 23.

Reynolds, Thos, & Edwin Johnson Reynolds, Bedford, Builders. Sept 1. Comp. Reg Sept 24.

Richardson, John, Carlisle, Grocer. Aug 31. Ast. Reg Sept 25.

Roberts, Hy Richd, Titchfield, Painter, &c. Aug 28. Conv. Reg Sept 24.

Spicer, Walter, Bourton, Dorset, Innholder. Aug 28. Ast. Reg Sept 25.

Thomas, Edwd, Hawley-ter, Camden-town, Hosiery. Aug 27. Comp. Reg Sept 23.

Wood, John, Congleton, Victualler. Sept 18. Conv. Reg Sept 23.

TUESDAY, Sept 29, 1863.

Cox, Hen John, Birn, Victualler Sept 16. Ast. Reg Sept 20.

Cross, Sml Hen, Leeds, Lead Merchant. Sept 5. Conv. Reg Sept 26.

Wedwell, Robt Valentine, Manch, Telegraph Engineer. Sept 21. Ast. Reg Sept 28.

East, Hor, Coventry, Watch Manufacturer. Sept 1. Conv. Reg Sept 29.

Harlow, John, Clayton, near Manch, Ironfounder. Sept 10. Comp. Reg Sept 26.

Harvey, Robt, Berwick-upon-Tweed, Saddler. Sept 2. Conv. Reg Sept 26.

Hawthorow, Robt Stanfield, Bradford, Ale and Porter Merchant. Sept 2. Ast. Reg Sept 26.

Jolliffe, Wm Cole, Newport, Isle of Wight, Builder. Aug 31. Ast. Reg Sept 26.

Lewis, Geo Warburton, Brossley, Salop, Grocer. Sept 3. Ast. Reg Sept 26.

Lynn, John, Newcastle-upon-Tyne, Victualler. Sept 19. Comp. Reg Sept 25.

Myers, Wm, Chorlton-upon-Medlock, Manch, Horse Dealer. Sept 4. Ast. Reg Sept 26.

Partridge, Frd, Birm, Printer's Tool Maker. Aug 31. Ast. Reg Sept 28.

Reeves, Hen, Doyer, Dealer in Fancy Goods. Aug 29. Conv. Reg Sept 26.

Rigby, Chas John, Leadenhall-st, Refreshment-room Keeper. Sept 5. Comp. Reg Sept 28.

Robinson, Ralph, Macclesfield, Silk Manufacturer. Sept 3. Ast. Reg Sept 29.

Russell, Jos, Bolton-le-Moors, Ironmonger. Sept 25. Conv. Reg Sept 28.

Sutcliffe, Jos, Hants, Commission Agent. Sept 31. Comp. Reg Sept 26.

Turner, Wm, Weddington-st, Kenish-town, Cheseesonger. Aug 31. Comp. Reg Sept 26.

Williams, Geo, Westromwich, Builder. Sept 19. Comp. Reg Sept 28.

**Bankrupts.**

FRIDAY, Sept. 25, 1863.

To Surrender in London.

Baker, Benj, Totteridge-green, Hertford, no business. Pet Sept 22. Oct 8 at 1.30. Lawrence & Co, Bread-st, London, and Stanley Harris, Barnet.

Bateman, Edwin, Canterbury, Auctioneer. Pet Sept 21. Oct 9 at 11.

Doyle, Gray's-inn, De Lasaux, Canterbury.

Bates, Jas, Brighton, Seedman. Pet Sept 23. Oct 7 at 2.

Shiers, Newinn, Strand.

Bracher, Edw, Addison-ter, Notting-hill, out of business. Pet Sept 21.

Oct 7 at 1. Haynes, Southampton-blrgs.

Burne, Graham, Louisa, Shaftesbury-ter, Pimlico, no business. Pet Sept 25.

Oct 9 at 12. Lewis & Lewis, Ely-pl.

Carew, Joseph, Dorset-pl, Dorset-wd, out of business. Pet Sept 21. Oct 8 at 12. Bramwell, Bush-lane.

Clarke, Job Bennet, Perry-ter, Plumstead, Commander R.N. Adj Sept 16. Oct 8 at 2. Aldridge.

Cohen, Jacob, Jermyn-st, St James, Trainer of Race Horses. Pet Sept 21.

Oct 8 at 12. Munday, Essex-st.

Crow, Robt, Chiewick, Carpenter. Pet Sept 23. Oct 8 at 1. Pearce, Giltspur-st.

Feisthamel, Julian, Fritsh-ter, Soho, Corn Merchant. Adj Sept 21. Oct 9 at 11. Aldridge.

Finglass, Chas, Euston-ter, Middlesex, out of business. Pet Sept 21.

Freeman, John, King's Cliff, Northampton, Grocer. Pet Sept 21. Oct 7 at 2. Wright & Bonner, London-st.

Griffith, Thos, Leadenhall-st, Gert. Pet Sept 21. Oct 9 at 1. Mayhew, Carey-st.

Hardy, Wm, Southwark, Norfolk, Innkeeper. Pet Sept 22. Oct 8 at 12. Brook, New-inn.

Harriott, John, Edware-rd, Victualler. Pet Sept 22. Oct 7 at 1. Herring, Stratford-st, Marylebone.

Jamings, Hy, Ann-ter, Cambridge Heath, Middlesex, Commission Agent. Pet Sept 22. Oct 8 at 1.20. Waghorn, Great Tower-st.

Jeffery, Wm, Ann-st, Fentonville. Pet Sept 21 (for pau). Oct 8 at 12.30. Aldridge.

Lucy, Wm, Chas, Lucas-rd, Kennington-park, Oil and Colorman. Pet Sept 22. Oct 8 at 1. Kersey, Gracelarch-st.

Madie, Edw, Edw Hy Madie, and John Wm Madie, Fritsh-ter, Soho, Bow and Arrow Manufacturers, Pet Sept 21. Oct 8 at 12. Lewis & Lewis, Ely-pl.

Monti, Raffaele, Bayham-st, Camden Town, Sculptor. Adj Sept 21. Oct 9 at 1. Aldridge.

Myers, Michael Saml, Delamere-ter, Paddington, Editor of a Newspaper. Pet Sept 16 (for pau). Oct 9 at 11. Aldridge.

Nicholas, Silas, Carshalton, Surrey, Architect. Pet Sept 23. Oct 9 at 12. Marshall & Son, Hatton-garden.

Onion, Mary Ann, Widow, Falconer's-alley, Cver Cross-st, Middlesex, Sampson-treas. Pet Sept 21 (for pau). Oct 8 at 1. Aldridge.

Penruddocke, Chas Wadham Wyndham, Coldharbour-lane, Camberwell, Gert. Adj Sept 21. Oct 8 at 12.30. Aldridge.

Randolph, John, Victoria-gardens, Notting-hill, Clerk. Pet Sept 21 (for pau). Oct 7 at 2. Aldridge.

Redpath, Hy, St George's-ter, Kilburn, Master Mariner. Pet Sept 23.

Oct 9 at 1. Harrison & Lewis, Old Jewry.

Riche, Robt, Marylebone-lane, Marylebone, News-vendor. Pet Sept 27.

Oct 8 at 12.30. Marshall & Son, Hatton-garden.

Shipway, Chas, Station-nd, New Barne, Builder. Pet Sept 22. Oct 8 at 1.30. Marshall, Lincoln-in-fields.

Simpson, Hy, Richmond-st, Haymarket, Taller. Pet Sept 19. Oct 7 at 1.

Lewis, Raymond's-bidge.

Starkey, Jas, Forston-st, Hoxton, Carpenter. Pet Sept 23. Oct 9 at 11. Brooks, Brudenell-pl, New North-nd.

Turner, John, Cloth-fair, London, Packing Case Maker. Pet Sept 12.

Oct 7 at 12. Hope, Ely-pl.

Wheeler, Cecilia, Princes-nd, Baywater, Boarding-house Keeper. Pet Sept 21 (for pau). Oct 7 at 2. Aldridge.

To Surrender in the Country.

Adams, Joseph, Leeds, Publican. Adj Sept 11. Leeds, Oct 14 at 12.

Bailey, Robt, Dawley Green-lane, Salop, Pit Manager. Pet Sept 21.

Madeley, Oct 10 at 12. Taylor, Wellington.

Bird, Thos, Willenhall, Stafford, Locksmith. Pet Sept 23. Birm, Oct 16 at 12. Walker, Wolverhampton.

Black, Joseph, Longborough, Victualler. Pet Sept 21. Loughborough, Oct 13 at 10. Giles, Loughborough.

Bronston, Thos, Preston, nr Hull, Pig Jobber. Adj Sept 11. Hull, Oct 2 at 10.30.

Brown, Geo, Scarborough, Jet Worker. Pet Sept 19. Scarborough, Oct 9 at 4. Cornwall.

Cole, John Walsall, Cabinet Maker. Pet Walsall, Oct 7 at 11. Edwards, Walsall.

Curtis, John Bailey, Wellingborough, Shoe Manufacturer. Pet Sept 18. Wellingborough, Oct 7 at 10.30. White, Northampton.

Davis, Thos, Balsall-bridge, Worcester, out of business. Pet Sept 21. Birm, Oct 26 at 10. East, Birm.

Dodds, Hy, Elsdon, Northumberland, Grocer. Pet Sept 19. Rothbury, Oct 18 at 11. Wilkinson, Alnwick.

Fisher, Geo, Leeds, Butcher. Pet Sept 22. Leeds, Oct 14 at 12. Harle, Leeds.

Griffith, Wm, Tanhwfa, Llanllechid, Carnarvon, Quarryman. Pet Sept 24. Bangor, Oct 11 at 11. Williams, Carnarvon.

Handley, Wm, Great Malvern, Worcester, Builder. Adj Aug 13. Upton-upon-Severn, Oct 15 at 12. Wilson, Worcester.

Hayward, Hy Richd, Leeds, out of business. Pet Sept 21. Leeds, Oct 14 at 12. Harle, Leeds.

Harding, Saml, Teagdale, Stafford, Cordwainer. Pet Sept 18. Market Drayton, Oct 7 at 12. Winstanley, Newcastle-under-Lyme.

Hedley, Jas, Middleborough, Auctioneer. Pet Sept 21. Stockton-on-Tees, Oct 5 at 2. Dobsen, Middleborough.

Hickman, Jas, Bank View, Tranmere, Chester, Builder. Pet Sept 22. Lpool, Oct 9 at 11. Bretherton & Son, Lpool.

Hodder, Hy Rayner, Sheffield, Surgeon's Assistant. Pet Sept 22. Sheffield, Oct 14 at 2. Turner, Sheffield.

Hoe, Thos John, Bishopswarmouth, Haberdasher. Pet Sept 19. Newcastle-upon-Tyne, Oct 6 at 12. McRae, John, Sunderland.

Hughes, Hy, Anstey, Leicester, Boot Maker. Pet Sept 23. Leicester, Oct 10 at 10.30. Chamberlain, Leicester.

Hunton, Geo, Stockton-upon-Tees, Ale and Porter Merchant. Adj Sept 4. Stockton-on-Tees, Oct 5 at 11. Brignal, Durham.

Jackson, Joseph, Leeda, Butcher. Pet Sept 10 (for pau). Leeds, Oct 14 at 12.30. Simpson, Leeds.

Lathbury, John Averley, Manch, Lisen Merchant. Pet Sept 22. Manch, Oct 8 at 11. Gartside, Manch.

Lester, John, Sheephead, Leicester, Bag Hesler. Adj Aug 19. Loughborough, Oct 12 at 10. Cape, Leicester.

Linley, Edwin, Leeda, Commission Agent. Pet Sept 10 (for pau). Oct 14 at 12.30. Simpson, Leeds.

Lloyd, Hy, Jan, Jackfield, Boscley, Salop, Innkeeper. Pet Sept 21.

Madeley, Oct 10 at 12. Smallwood, Newport.

Luan, Wm, Walsall, Stafford, Innkeeper. Pet Walsall, Oct 7 at 11. Sheldon, Wednesbury.

Malby, Wm, Ripley, Derby, Jisher. Pet Sept 22. Nottingham, Oct 7 at 11. Lee, Nottingham.

McAlister, Wm, Rushmore, Lancaster, Book-keeper. Pet Sept 23. Manch, Oct 16 at 12. Gardner, Manch.

Morris, Owen, Aberfraw, Anglesey, Draper. Pet Sept 23. Llangefni, Oct 7. Owen, Llangefni.

Munby, Jas, jun, Lincoln, Carpenter. Pet Sept 21. Lincoln, Oct 7 at 11. Brown & Son, Lincoln.

Napper, Jos Chas, Manch, Calico Printer. Pet Sept 21. Manch, Oct 8 at 12. Sale & Co, Manch.

Packwood, Luke Lock, Rose-nd, Hereford, Grocer. Pet Sept 21. Hereford, Oct 17 at 12. Averill, Hereford.

Parkins, Jonathan, Leicester, Carrier. Pet Sept 21. Leicester, Oct 10 at 10.30. Chamberlain, Leicester.

Perkins, Edw, Manch, Hosier. Pet Sept 15. Manch, Oct 15 at 12. Atkinson, Manch.  
 Plastow, Wm, Great Coggeshall, Market Gardener. Adj Sept 21. Brantree, Oct 5 at 10.30. Duffield, Chelmsford.  
 Potts, Eliz, Levenshulme, Manch, out of business. Pet Sept 21. Manch, Oct 19 at 9.30. Foster, Manch.  
 Rees, Wm, Newton-Abbott, Devon, Innkeeper. Pet Sept 22. Newton-Abbott, Oct 6 at 12. Carter, Torquay.  
 Roberts, Ralph, South Shields, Cartman. Pet Sept 17. South Shields, Oct 16 at 11. Wawn, South Shields.  
 Roberts, Wm, Blaenafon, Llanover, Monmouth, Publican. Pet Sept 22. Abergavenny, Oct 7 at 10. Bytheway, Pontypool.  
 Sargent, Robt, Lpool, Manager of a Society's Vault. Pet Sept 21. Lpool, Oct 8 at 11. Bremner, Lpool.  
 Shattock, Jas, Burton-on-Trent, Grocer. Pet Sept 21. Burton, Oct 19 at 2. Goudge, Burton.  
 Shuttleworth, Thos Ward, Little Bolton, Lancaster, Butcher. Pet Sept 23. Bolton, Oct 7 at 10. Richardson & Brandwood, Bolton.  
 Simons, Geo, Humberstone-rd, Leicester, Boot Manufacturer. Pet Sept 23. Leicester, Oct 10 at 10.30. Chamberlain, Leicester.  
 Smith, Hy, Lpool, Butcher. Pet Sept 22. Lpool, Oct 8 at 11. Henry, Lpool.  
 Smith, Jas, Leigh, Lancaster, Greengrocer. Pet Sept 23. Leigh, Oct 7 at 1. Richardson & Brandwood, Bolton.  
 Sprawson, Chas, Sheffield, Gimblet Maker. Pet Sept 10. Sheffield, Oct 7 at 2. Mason, Sheffield.  
 Symons, Jas, Bridgewater, Brickyard Foreman. Pet Sept 16. Bridgewater, Oct 9 at 10. Bartram, Bridgewater.  
 Thomas, Wm Lynn, Hove, Sussex, Engineer. Pet Sept 17 (for pau). Oct 1 at 11. Goodman, Brighton.  
 Townend, Edmund, Bradford, Woolstapler. Pet Sept 21. Leeds, Oct 9 at 11. Wood, Killiford, Bradford, and Cariss & Tempest, Leeds.  
 Wilson, Wm, Jan, Eytton Farm, Erbistock, Denbigh, out of business. Pet Sept 17. Wrexham, Oct 7 at 11. Rymer, Wrexham.

TUESDAY, Sept. 22, 1863.

To Surrender in London.

Boulding, Edw, King's Lynn, Chemist. Pet Sept 25. Oct 9 at 2. Chilton & Co, Chancery-lane, and Coulton & Beloe, King's Lynn.  
 Cox, John, Southampton, Gun Maker. Pet Sept 26. Oct 9 at 2.30. Paterson & Son, Bouverie-st, and Mackey, Southampton.  
 Davies, Geo, Valentine, Cambridge-ter, Chelsea, Commercial Traveller. Pet Sept 25. Oct 14 at 12. Davies, Old Broad-st.  
 Elbridge, John, Bond-st, Vauxhall, Carpenter. Adj Sept 21. Oct 14 at 11. Aldridge.  
 Ferkes, Elizabeth, Totton, Hants, Widow. Pet Sept 26. Oct 9 at 2.30. Lawrence & Co, Old Jewry Chambers.  
 Head, Wm, Beachy, Walton-on-the-Naze, Innkeeper. Pet Sept 23. Oct 15 at 11. Jones, Colchester.  
 Hembury, Joseph, Hy, Staple-ims, Solicitor. Pet Sept 23. Oct 9 at 12.30. Chidley, Old Jewry.  
 Humphries, Wm, King-st, High Holborn, Ironmonger. Pet Sept 19. Oct 14 at 12.30. Rae, Mincing-lane.  
 Hunt, John, Hammermill, Fishmonger. Pet Sept 26. Oct 9 at 2. Hare, Basinghill-st.  
 Lloyd, Fredk, Geo Batty, Kennington-park, Comedian. Pet Sept 26. Oct 15 at 11. Marshall, Lincoln's-inn-fields.  
 Parsons, Aaron, King Common, Great Missenden, Farmer. Pet Sept 25. Oct 9 at 2. Chappell, Connaught-ter.  
 Richardson, Jas, Green Union-st, Surrey, Lithographic Printer. Pet Sept 24. Oct 9 at 2. Smith, Whitefriars-st.  
 Rockliffe, Thos, Summerford-grove, West Hackney, out of business. Pet Sept 25. Oct 9 at 2. Wells, Moorgate-st.  
 Simon, Wolf, New Basinghill-st, Wholesale Cap Maker. Pet Sept 17. Oct 14 at 12. Lloyd, Wood-st.  
 Spoff, Fredk, Thomas-st, Hatchie, Journeyman Boat Builder. Pet Sept 24. Oct 14 at 11. Peverel, Coleman-st.  
 Stone, Edwin, Hedger-grove, Hackney, Timber Dealer. Adj Sept 21. Oct 14 at 11. Aldridge.  
 Sutor, Geo Wm, Devonshire-ter, Kingsland, Stationer. Adj Sept 21. Oct 14 at 11. Aldridge.  
 Swinland, Chas Wm, Guildford-st, Russell-st, Calko Printer. Pet Sept 24. Oct 14 at 12. Linklaters & Hackwood.  
 Taylor, Thos Montague, Canterbury, Kent, Boot and Shoe Maker. Pet Sept 24. Oct 9 at 1. Doyle, Gray's-inn, and Morgan, Maidstone.  
 White, Joseph, Lime-ter, Hackney, Clerk. Pet Sept 26. Oct 9 at 12.30. Keighley & Gethin, Ironmonger-lane.  
 White, Joseph, Chancery-pte, Notting-hill, Livery Stable Keeper. Adj Sept 21. Oct 14 at 11. Aldridge.  
 Wilson, Joseph, Wm, Barking-st, Essex, Baker. Pet Sept 24. Oct 9 at 12. Wetherfield, Moorgate-st.  
 Wood, Edw, Gt Tower-st, London, Wine Merchant. Pet Sept 19. Oct 14 at 12. Stibbard, Leadenhall-st.

To Surrender in the Country.

Alberry, Wm, Petersfield, Hants, Hair Dresser. Pet Sept 21. Petersfield, Oct 13 at 12. Faffard, Fording.  
 Baker, Hy, Hove, Manch, Surveyor. Pet Sept 4. Manch, Oct 19 at 9.30. Gardner, Manch.  
 Bates, Jane, Saltford, Boiler Maker. Pet Sept 23. Oct 17 at 9.30. Nuttall, Manch.  
 Beck, John, Carlton in Coverdale, York, Cattle Dealer. Pet Sept 25. Leyburn, Oct 17 at 10. Robinson, Settle.  
 Bissell, Hy, Birm, Tailor. Pet Sept 12. Birm, Oct 16 at 12. Treherne & Wellerston, Grosvenor-st, London, and Hodgson & Co, Birm.  
 Boatroyd, Hy, Southport, out of business. Pet Sept 25. Lpool, Oct 14 at 11. Fox, Manch.  
 Bradbury, Edw, Hulme, Lancaster, Funeral Furnisher. Pet Sept 24. Saltford, Oct 17 at 9.30. Bootes, Manch.  
 Brewster, Thos, Kidderminster, Broker. Pet Sept 24. Kidderminster, Oct 14 at 10. Saunders, Kidderminster.  
 Burrows, Joseph, Chesterfield, Grocer. Pet Sept 26. Sheffield, Oct 17 at 16. Catta, Chesterfield, and Smith & Bardekin, Sheffield.  
 Bryson, Wm, Blackburn, Publican. Adj Sept 17. Manch, Oct 23 at 11. Gardner, Manch.  
 Clegg, Wm, Garth, Plymouth, Private Tutor. Pet Sept 26. East Stowhouse, Oct 14 at 11. Edmonds & Sons, Plymouth.

Cook, Enoch, Lincoln, Beerseller. Pet Sept 26. Lincoln, Oct 10 at 11. Toynebee, Lincoln.

Drury, Benj Gee, Birn, Lodging-house Keeper. Pet Sept 25. Birn, Oct 26 at 10. Palmer, Birn.

Gabbott, Thos, Chorley, Lancaster, Warper. Pet Sept 22. Chorley, Oct 15 at 2. Morris, Chorley.

Gratton, Edw, Flint, Draper. Pet Sept 24. Lpool, Oct 13 at 1.30. Williams, Flint.

Grayson, John, Sheffield, Knife Manufacturer. Pet Sept 25. Sheffield, Oct 14 at 2. Broadbent, Sheffield.

Halliday, Chas, Bridgewater, Station Master. Pet Sept 25. Exeter, Oct 14 at 13. Smith, Bridgewater, and Hirtzel, Exeter.

Harris, Jas, Great Grimbsy, Watchmaker. Pet Sept 25. Kingston-upon-Hull, Oct 14 at 12. Portington &amp; Co, A'ford.

Harris, Wm, Dudley, Victualler. Pet June 26. Dudley, Oct 12 at 11. Maltby, Dudley.

Harrison, Thos Marr, Thirsk, Veterinary Surgeon. Pet Sept 25. Leeds, Oct 15 at 11. Robinson, Richmond, and Bond &amp; Barwick, Leeds.

Hobkirk, Robt, Chester-le-street, Durham, Painter, &amp;c. Pet Sept 23. Durham, Oct 14 at 13. Thompson &amp; Lisle, Durham.

Hodgkiss, Emanuel, Little Bolton, Lancaster, Coal Dealer. Pet Sept 23. Bolton, Oct 12 at 10. Richardson &amp; Brandwood, Bolton.

Huddleston, Abraham, Stannington, nr Leeds, Woollen Manufacturer. Pet Sept 23. Leeds, Oct 15 at 11. Fullan, Leeds.

Hull, Wm Hy, Hulme, Lancaster, Worsted Yarn Dealer. Adj Sept 17. Saltford, Oct 17 at 9.30. Gardner, Manch.

Jones, John, Holywell, Flint, Cowkeeper. Pet Sept 26. Holywell, Oct 13 at 11. Harrison, Holywell.

Jones, Robt, Yagoldy, Carnarvon, Quarryman. Pet Sept 24. Formadoc, Oct 14 at 11. Williams, Carnarvon.

Jones, Robt Morgan, Merthyr Tydfil, Draper. Pet Sept 25. Bristol, Oct 13 at 11. Smith, Merthyr Tydfil, and Abbot &amp; Co, Bristol.

Kershaw, Jas, Rochdale, Shopkeeper. Adj Sept 17. Manch, Oct 14 at 12. Gardner, Manch.

Lazenby, David, Bradford, Labourer. Pet Sept 24. Bradford, Oct 19 at 10.30. Green, Bradford.

Moore, Hy, Nottingham, Victualler. Pet Sept 24. Melton Mowbray, Oct 13 at 12. Latham, Melton Mowbray.

Pycroft, Wm North, Terrington St Clement, Norfolk, Butcher. Pet Sept 24. King's Lynn, Oct 20 at 11. Ward, King's Lynn.

Ranford, Wm, Whistones, Worcester, Railway Under-guard. Pet Sept 21. Worcester, Oct 13 at 11. Wilson, Worcester.

Roberts, Hy, Portsea, Wine Merchant. Pet Sept 25. Portsmouth, Oct 15 at 11. Faffard, Portsea.

Robertson, Thos Chas, Welbourn, Lincoln, Tailor. Pet Sept 26. Sleaford, Oct 12 at 11. Brown &amp; Son, Lincoln.

Robinson, Geo Fredk, Manch, Cotton Waste Dealer. Pet Sept 26. Manch, Oct 21 at 12. Roots, Manch.

Seymour, John, Rochdale, Brickmaker. Pet Sept 24. Rochdale, Oct 10 at 11. Hartley, Rochdale.

Terry, Thos, Kingthorpe, Northampton, Beerseller. Pet Sept 23. Northampton, Oct 10 at 10. Tomlin, Northampton.

Whitaker, Wm, Morley, York, Plumber and Glazier. Pet Sept 26. Leeds, Oct 16 at 11. Simpson, Leeds.

Wilkinson, Thos, Milnholme Embay, nr Skipton, Cotton Spinner. Pet Sept 20. Skipton, Oct 10 at 11. Robinson, Settle.

Wilson, Josiah, Osmomithorpe, nr Leeds, Cattle Dealer. Pet Sept 22. Leeds, Oct 15 at 11. Marshall, Hatton-garden, and Cariss &amp; Tempest, Leeds.

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Dessert ditto. 1 0 0 1 0 0 1 15 0 2 2 0

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As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro Plate, Warranted Table Cutlery, Furnishing Ironmongery, &amp;c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £3 delivered carriage free per rail.

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Opposite SOMERSET HOUSE.

Valuable Freehold Estate, in the parishes of Fownhope and How Capel, Herefordshire, in a beautiful situation, on the banks of the Wye.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL, at the MART, on TUESDAY, OCTOBER 27, 1863, at TWELVE, a very desirable FARM, known as Great Fawley Farm, adjoining the river Wye, close to Fawley Chapel, about ten miles from Hereford, eight from Ross, and one from the Fawley Station on the Hereford, Ross, and Gloucester Railway. It comprises a large farm-house, convenient homestead, two cottages, and 380a. 2r. 34p. of superior freehold land. The arable is sound turnip land, and the grass of first-rate quality. It is let to a yearly tenant at the low rent of £475 per annum.

Particulars may be had of

JAMES K. SMITH, Esq., Solicitor, Newnham, Gloucestershire; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall.

**HEREFORDSHIRE.**—Highly important and valuable Freehold Estates, on the banks of the River Wye, which affords excellent salmon fishing, in a district noted for its picturesqueness and fertility, about four miles from Ross, and three miles from Fawley Station, on the Hereford, Ross, and Gloucester Railway.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** will SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, OCTOBER 27, at TWELVE, in Lots, the very valuable ESTATE, called Craddock of Kynaston, in the parishes of Bickland and Henllys, in the county of Hereford, containing in the whole 693a. 3r. 77p. of excellent fertile land in the most productive part of the county, including some valuable orchards and rich river-side meadows, all in a ring fence, and partly bounded by the river. The residences are superior, Craddock having been an ancient family mansion, to which character it is capable of restoration at a small expense, and placed on a fine wooded bank immediately above the Wye; and Kynaston being a modern stone-built residence, fit for the immediate occupation of a gentleman, in a fine situation, with pleasure grounds, gardens, and all necessary offices. The agricultural buildings are unusually extensive and substantial. There are cottages for the occupation of labourers. The views are most picturesque. The property is studded with ornamental timber, and in the centre is Rigg's Wood, about 50 acres in extent, a noted fox cover on a hanging bank, forming a beautiful object in the landscape. All the land is a deep red loam of a superior quality, and the houses and buildings are in complete repair. There is plenty of good building stone on the estate. It would be difficult to find two estates which, either together or separately, are so well adapted to the requirements of gentlemen wishing to reside on and farm their own land, as they combine the essentials of good houses and premises, good land, and a healthy and picturesque district; at the same time they will afford very sound investments. It is proposed to offer the estate in three lots, viz.—

Lot 1. Kynaston, in the occupation of Mr. William Bentley Twigg, a yearly tenant; also Rigg's-wood, in hand, and a valuable river-side meadow, containing together 356a. 0r. 14p.

Lot 2. Craddock, in the occupation of Mr. Thomas Dew, a yearly tenant, with about eight acres of wood, in hand, containing together 354a. 2r. 11p. and

Lot 3. A small homestead and land, at Crossways, in the occupation of Mr. James Cocombe, containing 4a. 1r. 2p.

Particulars and conditions of sale may be obtained of

Messrs. BENNETT, DAWSON, & THORNHILL, 2, New-square, Lincoln's-inn, London;

Mr. JOSEPH EDWARDS, Land Agent, Hutton, near Weston-super-Mare;

at the Royal Hotel, Ross; Green Dragon, Hereford; Bell, Gloucester; Midland Counties Herald-office, Birmingham; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10 Waterloo-place, Pall-mall.

**ESSEX.**—Valuable Freehold Marsh Farm.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, OCTOBER 27, at TWELVE, in One Lot, about 47 acres of capital FREEHOLD MARSH LAND, in the parish of Bowers Gifford, about two miles from the Bowers Gifford Station, and two by footpath, from the Pitsea Station, on the London, Tilbury, and Southend Railway. The land is good grazing, of good quality, lying in a ring fence, with a substantial house, house, yard, and shed, with a well of good spring water. It is let on lease to Mr. Isaac Crash, till Michaelmas, 1863, at the low rent of £120 per annum.

Particulars may be had at the Mart, E.C.; or

M. COMPTON, Esq., Solicitor, Northfleet; and of

Messrs. DANIEL SMITH, SON, & OAKLEY, 10, Waterloo-place, Pall-mall, S.W.

**YORK HOUSE, TWICKENHAM.**—A Family Mansion, rich in its association with illustrious occupiers, delightfully secluded within its finely-timbered grounds, and in a most sequestered and charming neighbourhood.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have been favoured with instructions to SELL by AUCTION, at the MART, on MONDAY, OCTOBER 19, at TWELVE o'clock, the above very valuable and desirable PROPERTY (once the residence and studio of the Hon. Anne Seymour Damer, the celebrated sculptress, and a favourite resort of Horace Walpole), comprising a commodious Mansion overlooking the river Thames, and affording a retreat for the summer months. It contains, on the ground floor, entrance-hall, dining and withdrawing rooms, each 20ft. by 10ft., morning and breakfast rooms, a studio &c.; on the upper floor, eight bedrooms and a dressing room; on the principal floor, a library, and a chamber, of which one is 10ft. by 18ft., 6in., and the other (said to be the room in which Queen Anne was born) 30ft. by 18ft., 6in., and the usual domestic offices and outbuildings, including extensive stabling, with coach-houses and entrance lodge, &c., lawn and pleasure grounds ornamental timbered, a wilderness and strawberry walk in perfect seclusion, walled kitchen garden, &c., together with a valuable pasture adjoining the Thames, embracing 1a. 1r. 28p.; and immediately opposite (in a separate lot), a portion of the famous Twickenham All, or King's Island, comprising 2a. 1r. 28p.

Particulars and plans, with order to view, may be obtained of Messrs.

DANIEL SMITH, SON, & OAKLEY, 10, Waterloo-place, S.W.

**NORFOLK.**—Valuable and extensive estate, comprising 1,970 acres in a ring fence, and nearly an entire parish, with very attractive sporting advantages, the whole of the present value of £25,000 per annum, with the Advowsons and Rectorial Tithes.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** are instructed to offer for SALE by AUCTION, at the MART, near the Bank of England, on MONDAY, OCTOBER 19, at TWELVE o'clock (unless previously disposed of by private contract, for which they are prepared to treat), the above valuable PROPERTY, known as the Horsey Estate, forming, with very small exceptions, the whole parish of Horsey, situated about 10 miles from Yarmouth, 21 from Norwich, and 25 from Cromer, bounded on the north-east by the German Ocean. It comprises 1,956. 2r. 28p., lying in a ring fence, and divided thus:—16a. 3r. 4p., Horsey Hall, a comfortable moderate-sized residence, containing dining room, drawing room, library, gentlemen's room, 10 bed rooms and offices, stabling &c., with lawn, gardens, shrubberies, and plantations, in hand; 1,914. 14p. of arable and pasture land, a large portion of which is of excellent quality and produces heavy crops, and is divided into several convenient farms, with the usual farm houses, premises, and cottages; 139a. 2r. 28p., Horsey Mere, or Lake, and various pieces of plantation and marsh land known as Rando, surrounding it; 158a. 3r. 28p. of Breydon Marshes, producing a large annual return from reed, sedge, and rushes, and affording first-rate snipe and other wild shooting; 139a. 1r. 28p. of valuable rabbit-warren, adjoining the coast. The whole produces an annual income of about £3,500. This estate has many attractions for a gentleman fond of a country life and rural sports. Its advantages with regard to shooting and fishing are unequalled, from its proximity to the coast, and from the fact that the Horsey Mere is the nearest piece of water to the sea, ducks, snipe, woodcock, and other wild fowl of every description abound, including the rarest birds found in Great Britain. The mere is well stocked with fish, which are noted for their size and quality; it is also an important addition to the estate for yachting and boating, and as a means of cheap water carriage to Yarmouth, Norwich, and other districts. The sporting and fishing on this estate are mentioned by Yarell and other authors as first-rate. The estate is nearly all freehold, and is a drainage district to itself and is, with all parish business, under the sole control of the owner. The advowsons and rectorial tithes form part of the property. The outgoings of all kinds are almost nominal.

Particulars may be had of

CHARLES CORY, Esq., Solicitor, Great Yarmouth; or  
P. A. HANROT, Esq., Solicitor, 9, Bedford-row, Holborn; and of  
Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

**SUSSEX.**—The Nymans Estate, in the parish of Cuckfield, five miles from the railway station at Crawley and Balcombe, and six from Threebridges and Hayward's-heath, thus within easy reach both of London and Brighton.

**MESSRS. DANIEL SMITH, SON, and OAKLEY** are instructed to prepare for SALE by AUCTION, at the MART, near the Bank of England, on MONDAY, OCTOBER 19, at TWELVE o'clock, this excellent FREEHOLD RESIDENTIAL ESTATE, comprising a moderate-sized Mansion, most substantially built and in thorough repair commanding extensive and beautiful views over the South Downs. The mansion contains nine very good bedchambers, three dressing-rooms, school-room, three rooms appropriated as nurseries, bath-room completely fitted for hot or cold water, three closets, &c., a noble stone staircase and gallery, dining-room 26 feet by 18 feet, with bay window opening to the lawn, drawing-room same size, with bay and two other windows, boudoir, conservatory, library, &c. The domestic offices are well arranged. The outbuildings comprise stabling for eight horses, loose box, two harness-rooms, and two double coach-houses, with four rooms over; also, a stables, newly-erected boarded and slated riding-houses, 67 feet by 26 feet. The kitchen garden is detached and walled on every side, and has all necessary store-houses, tool-sheds, &c.; a gardener's house, containing four rooms; an orchard garden, enclosed by a very high and ornamental hedge. The lawns and pleasure grounds are tastefully laid out in rustic order, and fully stocked and planted with choice flowers and ornamental trees and shrubs. Away from the house are the house farm-buildings, comprising barns, cattle-shed, stables, poultry houses, piggeries, &c.; a keeper's house, with barn, cattle-shed, wood-house, dog kennel, &c., attached. A house, known as the Old house, now converted into three capital tenements for labourers; also detached coach-houses and stabling for three horses, harness-rooms, and carriage-houses; and in the paddock, cow-houses, and two loose boxes. On another part of the estate are the remains of an old mansion, now converted into a cottage and granary, also an octagonal dairy, a bakehouse and washhouse, and kitchen garden enclosed. The Mill-house Model Farm homestead consists of a S.W. cottage residence, substantially erected, with outside staircase and gallery, commanding a magnificent view; also a range of cow-house, cart-horse stable, chauffeur's house, and loft over, barn, implement-house, granary, cattle-sheds, poultry and wood-houses, &c., all exceedingly well built. The total area of the estate is 391a. 2r. 28p. The whole is freehold, and in hand, so that immediate possession may be had.

Particulars, with plans (when ready), may be had of E. S. CARR, Esq., Solicitor, 61, Moorgate-street, E.C.; and of Messrs. DANIEL SMITH, SON, and OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

**HAMPSHIRE.**—The Basing-park Estate, about midway between Alton, Petersfield, and Alresford, and 14 miles from the city of Winchester, & very important Residential Property, with a noble Mansion and a compact Domain of 2,000 acres.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on MONDAY, OCTOBER 19, at TWELVE, this fine LANDED ESTATE in the parishes of Froxfield, Privett, West Tisted, Colmer, and East Wootton, with a first-class mansion in the Greek style, standing in a finely-timbered park, the greater proportion of which is land of a very useful character. The mansion contains twenty-four bedrooms, with appropriate dressing-rooms and other useful apartments, bath-room, &c., rooms with window opening to a balcony, and an iron staircase leading to the garden, and commanding a charming view

over the park, noble reception-rooms, morning-rooms, library and billiard-room, imposing entrance-hall the entire height of the mansion, and, with other principal rooms, designed by Sydney Smirke, Esq., R.A.; the floor of polished oak, and it is lighted by a skylight of stained glass; a fine broad oak staircase, excellent domestic offices, cellarage, &c., and adjoining the mansion is a large conservatory, with ornamental dairy and aviary. The mansion and premises are abundantly supplied with excellent water from an artesian well, which was sunk some years since at a great outlay. The flower-gardens and pleasure-grounds are of surpassing beauty, and laid out with the best taste. There are capital kitchen gardens, graperies, pineries, melon-ground, &c.; an orchard-ground (perhaps the finest example of its kind in the country), with trees of the best specimens in their prime; also a rose-garden, evergreen-garden, &c.; keeper's house, carpenter's shops, numerous cottages, many of which are new, and of ornamental design, capital lodge entrances, good stabling and coach-houses, laundry, and other useful out-offices; also 2004 acres of land, partly in hand and the remainder let to respectable tenants at very inadequate rents. The estate is a most enjoyable domain, in a perfect ring-fence; it is in a good sporting district, and in the immediate vicinity of the Hampshire and Hambledon hounds, in a very favourable district (as is evidenced by the numerous gentlemen's seats in the neighbourhood), and at a convenient distance from London. No application of horticultural skill has been omitted to heighten the great natural attractions of the property. Beautiful ornamental drives, laid out with great judgment, and skirted with plantations of arancaria, laurel, and other trees and shrubs, intersect the estate, and the mansion is completely appointed as the residence of a nobleman or gentleman of fortune.

Particulars, with plans and a view of the mansion, also orders to view, may be had of

Messrs. MARTINEAU & REID, Solicitors, 2, Raymond-buildings, Gray's-inn; or of

Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

**A NEW ERASER.**—Mr. A. G. SHAVER, 97, Cheapside, has taken out a patent for an article of general utility, being a simple but highly-finished instrument, combining in one handle an Eraser, Paper Cutter, Folder, and Pencil Sharpener, all made of a single piece of steel, requiring no change, but is always ready for use, making one of the most convenient, valuable, and useful articles for the counting-house, artist's studio, and school-room ever invented or brought before the public. It is an instrument which no banker's or insurance clerk should be without. It will do all that is claimed for it, and will be adopted as soon as seen. It is a decided improvement on all former erasers heretofore sold by the trade. Mr. Shaver was presented with a prize medal by the Connecticut State Agricultural Society for this invention. It can be procured of all the Principal Stationers and Booksellers in London.

## THE GENERAL LAND DRAINAGE and IMPROVEMENT COMPANY.

Offices, 52, Parliament-street, S.W.

HENRY KEE SKYMER, Esq., M.P., Chairman.

SIR J. VILLIERS SHELLEY, Bart., M.P., Vice-Chairman.

J. Bailey Denton, Principal Engineer.

Under this Company's Act, tenants for life, trustees, mortgagees, guardians, committees of incompetent persons, beneficial lessees, corporations (ecclesiastical or municipal), incumbents, charitable trustees, &c., may effect the following land improvements, and charge the outlay and expenses on the estate improved, by way of rentcharge, to be paid by half-yearly instalments, viz.—

1. All works of drainage, irrigation, warping, and embankment.
2. The erection of farm-houses, cottages for agricultural labourers, and all kinds of farm-buildings.
3. The construction of roads.
4. The grubbing and clearing of old wood lands, enclosing, fencing, and reclaiming land.

The owners of estates, not entailed, who may be desirous to avoid the expense or inconvenience of a legal mortgage, may also charge their estates with an outlay in improvements under the simple and inexpensive process of the Company's Act.

The term of years for the rentcharge is fixed by the landowner, so as to adapt the amount of annual payment to the circumstances of the estates, the term for building works being limited to thirty-one years.

No investigation of title being required, and the charge not being affected by encumbrances, no legal expenses are incurred.

The arrangements for effecting improvements are threefold—

No. 1. The works may be designed and executed entirely by the landowner's agent, and the Company employed only to supply the loan and conduct the master through all the official forms for charging the outlay on the estate.

No. 2. The Company will supply plans, specifications, and estimates for any improvements to be executed by the landowner's agent as under No. 1. In each of these cases the landowner will be solely under the control of the Enclosure Commissioners.

No. 3. The Company will undertake the entire responsibility of the improvements, prepare the plans, execute the works, and finally charge on the estate the actual amount expended, with their commission thereon, approved by the Enclosure Commissioners.

Landowners may thus obtain what assistance they require from the Company, and no more, in effecting the objects in view.

Works of drainage and other improvements are also executed on commission for landowners, who merely require the skill and experience of the Company's officers and a staff in constant practice.

Applications to be addressed to William Clifford, the Secretary, at the Offices of the Company, 52, Parliament-street, S.W.

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All descriptions of Property are Insured at the reduced rates.

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Losses from Fire occasioned by Lightning are made good by this Company.

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For further Explanation, Tables of Rates, &c., see the Company's Prospectus, which may be had of the Offices or Agencies throughout the Kingdom.

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Every facility offered to Insureds.

90 per Cent. of the Profits divided among the Insureds on the participating principle.

The leading features of the Office are—

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